896.

SUPREME COURT OF THE UNITED STATES.

No. 158.

JOHN WEST, APPELLANT,

vs.

JOSEPH SMITH AND ELLEN, HIS WIFE.

APPEAL FROM THE CIRCUIT COURT U. S. FOR ALEXANDRIA, D. C.

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DISTRICT OF COLUMBIA, *to wit:*

Pleas before the honorable the judges of the United States circuit court, of the District of Columbia, for the county of Alexandria, at the court house in the town of Alexandria, the 31st day of October, 1846.

Title.

JOSEPH SMITH and Ellen, his wife, (late Ellen Mandeville,) complainants, against ELIZA F. GARDNER, executrix of William C. Gardner, dec'd, who was the executor of Joseph Mandeville, deceased, Mary Mandeville, Julia Mandeville, Sabret E. Scott and Maria, his wife, Eliza Hill, Rebecca J. Hill, Jemima Ross, and John West, defendants. } In chancery.

Be it remembered, that heretofore, to wit, at the rules held in the clerk's office of said court, for the month of October 1838, came the aforesaid Ellen Mandeville, by Robert I. Taylor, esq., her solicitor, and sued out of the office of the clerk of the said court the following subpœna, in chancery, against the persons therein named.

Subpœna.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the marshal of the District of Columbia, greeting. [L. S.]

You are hereby commanded to summon William C. Gardner, executor of Joseph Mandeville, deceased, Mary Mandeville, Julia Mandeville, Sabret E. Scott and Maria, his wife, Eliza Hill, Rebecca J. Hill, Jemima Ross, and John West, to appear before the honorable judges of the circuit court of the District of Columbia, for the county of Alexandria, at the court house of the said county, in the town of Alexandria, at the next court, to answer a bill in chancery exhibited against them by Ellen Mandeville; and this they shall in no wise omit, under the penalty of $333 33; and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this day of October, 1838.

EDM. I. LEE, *C. C.*

Upon which subpœna the marshal made the following return:

Executed on William C. Gardner, executor, Mary Mandeville, Sabret Scott, Eliza Hill, Rebecca J. Hill, and John West, the other defendants not found.

D. MINOR, *D. M.*

Alias subpœna.

At another day, to wit, at the rules held in the clerk's office of the said court for the month of December, 1838, an alias subpœna was awarded against those defendants as to whom the marshal had returned the above subpœna not executed; upon which alias subpœna the marshal made the following return:

"Executed on all except Julia Mandeville."

E. BURCHELL, *D. M.*

At another day, to wit, at the rules held in the clerk's office of the said court, for the month of May, 1839, came the complainant aforesaid by her solicitor, (until which time this cause had been regularly continued,) and filed there a certain bill against the said defendants, which bill is as follows:

Bill.

To the honorable judges of the circuit court of the District of Columbia, sitting in chancery at Alexandria:

Humbly complaining, shews to your honors your complainant, Ellen Mandeville, that on the 3d day of June, in the year 1837, Joseph Mandeville, late of Alexandria, duly made and published his last will and testament, to which, on the 11th day of July, in the same year, he added a codicil; that of his said will he constituted Robert I. Taylor and William C. Gardner, executors; that the said Joseph, on the day of July in the same year, departed this life, and that at a session of the orphan's court of Alexandria county, on the day of 1837, the said will was proved and admitted to registry; that the said Robert I. Taylor, before the said orphan's court, renounced the executorship, and that letters testamentary were, by the said orphan's court, granted to the said William C. Gardner, who took on himself the burden of the execution of the said will; that the said Joseph bequeathed the following pecuniary legacies by his said will, that is to say, to your complainant, three thousand dollars, [$3,000;] to Mary and Julia Mandeville, $3,000; to Maria Scott, wife of Sabret Scott, $3,000; to Eliza Hill, $2,000; to Rebecca Hill, $2,000; to Jemima Ross, $1,000; that the said Joseph devised and bequeathed all the residue of his estate, except some small specific legacies of personalty, and a tract of 10,000 acres of land, in Wood county, in Virginia, to John West; that if his personal estate should not be sufficient to satisfy the entire amount of the legacies bequeathed by him, the said Joseph directed his executors to sell so much of his real estate as would be sufficient to discharge them. Your complainant charges that the said will was properly executed to pass the said Joseph's title to his real estate, and to charge the same with the payment of his debts, and she exhibits herewith as a part of this bill a true copy of the said will. Your complainant charges that the said Joseph died possessed of a very small personal estate, and that it is not sufficient for the payment of his debts alone, much less of the pecuniary legacies before enumerated; that he died seized of a large real estate, more than sufficient for the

payment of debts and legacies, the most valuable part of which is situated in the town and county of Alexandria; that your complainant, (and the other pecuniary legatees, as she has been informed,) have applied to the said William C. Gardner, for payment of their legacies, which he has not made, having no personal assets applicable to that purpose; that he is unwilling to exercise the power of sale of the real estate, vested in him by the said will, without the sanction of your honorable court, because the residuary legatee and devisee objects to his doing so, alleging the personal estate to be sufficient. All which acts ings and doings of the said William C. Gardner and John West are contrary to equity and conscience, and tend to the manifest wrong and oppression of your complainant. In tender consideration whereof, and in as much as your complainant and the other pecuniary legatees have no means at common law of enforcing payment of the legacies bequeathed to them as aforesaid, and can only effect that object by the interposition of your honorable court, where matters of this kind are properly cognizable, and to the end that the said William C. Gardner, as executor, as aforesaid, the said John West, the said Mary Mandeville, Julia Mandeville, Sabret Scott and Maria, his wife, Eliza Hill, Rebecca Hill, and Jemima Ross, may be made defendants hereto, and may on their oaths true and perfect answers make to the premises, as fully as if each charge before made were specially repeated and interrogated; and more especially that they may say, whether the said Joseph Mandeville did not make and publish his last will and testament, in the manner before stated; is not the personal estate of the said Joseph insufficient for the payment of his debts and legacies; and that the said William C. Gardner may be compelled to sell and dispose of so much of the real estate of which his testator died seized, as will satisfy the legacies aforesaid; and if there should be any deficiency in the said real estate, which your complainant, however, believes there is no reason to apprehend, then that the other pecuniary legatees, and the complainant, may be paid rateably; and that your honors may make such further and other decree in the premises, as may be most consistent with equity; may it please your honors to grant your complainant the United States' most gracious writ of subpœna, to the said defendants directed, &c.

R. I. TAYLOR,
Sol. for complt.

Bill taken for confessed and set for decree.

At another day, to wit, at the rules held in the clerk's office of the said court, for the month of September, 1839, came the complainant by her solicitor, and it is ordered that the bill be taken for confessed, and set for decree as to all the defendants, except Julia Mandeville, and continued at the rules as to her.

1st decree referring the executor's accounts to Edw'd Green, com'r.

At another day, to wit, at a court continued and held for the distric and county aforesaid, the 14th day of October, 1839, came the defen.

dant, Julia Mandeville, by Joseph Semmes, esq., her solicitor, and filed her answer; and on the complainant's motion this suit is now set for hearing as to the said Julia on her answer; and the complainant's bill having been regularly taken for confessed, and set for decree as to the other defendants, and now remaining on to be heard, it is by the court, on the complainant's motion, decreed and ordered that the defendant William C. Gardner do settle the account of his executorship of the estate of the said Joseph Mandeville, before Edward Green, who is hereby appointed commissioner to take the said accounts, and that he exhibit to the said commissioner a schedule of all the debts and legacies due the said Joseph's estate yet remaining unpaid, and a schedule of all the debts due the said estate, and of all other personal assets belonging to the same, distinguishing the sperate from the desperate debts, and stating as nearly as he can the value of the other unadministered personal assets; and it is further ordered, that the said commissioner do ascertain the real estate whereof the said Joseph died seized, and where it is situated; and that the said commissioner do report to the next term of this court the settlement of the said executorship account which shall be by him made, with the schedule of debts and other personal assets remaining unadministered, and of the real estate whereof the said Joseph died seized.

Julia Mandeville's answer.

The answer of Julia Mandeville to the bill of complaint exhibited against her and others, by Ellen Mandeville, in the United States circuit court, setting in chancery at Alexandria.

This respondent answering, admits all the allegations in the said bill respecting the will and codicil thereto, of Joseph Mandeville, deceased, and of the contents thereof, and the several pecuniary legacies bequeathed by him, to be correct to the best of her belief. The legacy in the bill mentioned of $3000, as bequeathed to Mary and Julia Mandeville, was bequeathed to this respondent and her sister Mary, they being the persons intended by the testator. This respondent admits all the other allegations and charges in the said bill to be true, and equally desires, with the complainant, that your honors should make such decree for the sale of the real estate, of which the said Joseph died seized and possessed, and for the payment of the said legacies, as is prayed in and by the said complainant in the said bill; and for such other decree as to your honors may seem equitable.

THO. SEMMES,
Solicitor for respondent.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 12th day of May, 1840, came the parties aforesaid by their solicitors, and the cause is continued.

Joseph Smith made party complainant.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 15th day of October, 1840, came the parties

aforesaid by their solicitors, and Joseph Smith, who had intermarried with the complainant, Ellen Mandeville, was made a party complainant, and amended bill filed, and subpœna awarded, and cause continued.

Amended bill.

To the honorable judges of the United States circuit court, of the District of Columbia, for the county of Alexandria, sitting in chancery.

Humbly complaining, sheweth unto your honors, your orator, Joseph Smith, that heretofore, to wit, on the 29th September, 1838, Ellen Mandeville instituted her suit in chancery in this honorable court, against William C. Gardner, executor of Joseph Mandeville, deceased, and sundry other persons, legatees of said Joseph Mandeville, deceased, that her bill was duly filed, and such other proceedings in the said suit were had as to bring the same to hearing at the October term, 1839; but that since then, to wit, on the day of the complainant having intermarried according to law, with the said Ellen Mandeville, by and with the consent of the executors of the said Joseph Mandeville, deceased, in the manner required by said Mandeville's will your orator, on motion, obtained leave from your honors at the October term, 1840, to be made a party complainant in the suit of the said Ellen Mandeville, now Ellen Smith, and the wife of your orator; and to all which proceedings in said suit reference is here made, and the same prayed to be taken and received as part of this bill of complaint. Your orator therefore prays that the said William C. Gardner, executor as aforesaid, may say, upon his corporal oath, if your orator did not, on the day of intermarry according to the forms prescribed by law, with the said Ellen Mandeville, and if such his intermarriage was not with the consent of the said William C. Gardner in his character of executor aforesaid, and as required by the will of the said Joseph Mandeville, deceased, and to which will reference is also here made, or to so much thereof as relates to the legacy of $3000 left the said Ellen Mandeville, now Ellen Smith, and the wife of your orator; and that such order and decree may be made in the premises respecting the payment to your orator of the aforesaid legacy of $3000, with interest thereon, as to your honors shall seem just and proper, and the said suit revived; and for such other and further decree in the premises as shall be deemed by your honors just and equitable in the premises. May it please your honors to grant to your orator a subpœna in chancery, to the said William C. Gardner, executor as aforesaid, directed, commanding him, &c., &c.

CHR. NEALE, *Sol. for comp'lt.*

Will of Joseph Mandeville, dec'd.—*Will of Jos. Mandeville.*

I, Joseph Mandeville, of Alexandria, in the District of Columbia, thankful to Divine Providence, which hath ever rewarded my industry and blessed me with a fair portion of health, do hereby direct the disposal which I desire of my earthly remains after my decease, and of such real and personal property as I may possess when called hence to a future state.

If I die in Alexandria, or within such distance thereof as will permit the transportation of my body thither, I desire my remains to be deposited in the tomb which contains those of my deceased wife, Lydia; the passage to which will be found about seven feet below the surface of the earth, at the east end thereof, where, by removing some loose bricks close to the north side of a central line on the tombstone, admission of my body will be obtained.

To James Mandeville, if living, only surviving son of my late brother, John Mandeville, I bequeath ten thousand acres of land, part of my estate, said to contain ninety thousand acres, upon the head waters of Guyandotte river, in Logan, or partly in Logan and Fayette counties, in the State of Virginia, to be laid off in one survey, as square as possible, beginning and ending on a boundary line of the whole tract; he is required to settle permanently on the said line within two years after my decease, if the plot be laid off in that time, and he be not settled on other lands of his own, otherwise this bequest shall be void.

To Mary and Julia, daughters of my said brother John, I bequeath three thousand dollars, jointly, or equally divided as may suit them.

To Maria Scott, wife of Sabret E. Scott, of Washington city, the only surviving daughter of my late brother, Jonathan Mandeville, I bequeath three thousand dollars.

My late partner, Samuel B. Lamour, was in the service of Mandeville and Jamesson; he had neither capital or experience when I gave him part in a profitable business with me. His habitual rudeness of temper rendered him so offensive to me, that I was about to end connexion with him in October, 1813, when I received from him the annexed letter; and my wife, to whom he had been particularly offensive, besought my forbearance with him, because of supposed growing attachment between him and Susan, a daughter of my deceased brother Jonathan, then under my care; for their interests, I suppressed my just resentment, which has been cause of regret to me ever since. It was well known in Alexandria that I had been his early and effective friend; whatever I thought of my services by introducing to business of respectability a young man of his condition, I never intimated that he was under obligation to me; he, however, thought so differently to the world around, and to myself, on that subject, that he has often gratuitously and insolently told me that he was under no obligation to me; but that I, (which did somewhat surprise and amuse me,) was his debtor for services. He has often said, very unnecessarily, he did not expect any thing from me for his family. I never made any profession on that subject. I do not question the truth of what he said; but his manner seemed to tell me that, as he had married my niece, he or his family ought to have all I could earn beyond my own subsistence, without reference to any other claims upon me; if he really never acted upon such idea, so much the better for his conscience. He had done better for his family in refraining from such expressions. When I was wealthy, compared to my present condition, his family for years, notwithstanding his improper conduct to me, stood favorably noticed in my will; to him

alone is owing any change in that particular; may he and they be prosperous and happy.

If I die in single life, I bequeath all my household furniture, useful or ornamental, my books, pictures, plate, and all things appertaining to my dwelling house or my person, to Sarah A. Hill, now of Washington city, to whom I am indebted for the faithful, prudent management of my household affairs many years, wherein her uniform correct deportment well deserves my respectful remembrance. Also, I give to her my two slaves, Prince Hamilton and Sarah Dyson; as the said slaves are both advanced in life, I consider this disposal as a favor to them. If, as may be the case, any thing in the affairs of said Sarah A. Hill renders it prudent to make a sale of my said furniture and property, and to pay over the proceeds to her rather than to deliver said property to her, which my executors can learn by inquiry of herself, they will dispose of it in that manner, and pay the proceeds to her, subject to a charge for their services as moderate as they please to make it.

To Eliza Hill, eldest daughter of the said Sarah, I bequeath two thousand dollars. To Rebecca J. Hill, youngest daughter of the said Sarah, I bequeath the like sum of two thousand dollars.

About November, 1817, the Orphan's court of Alexandria appointed me guardian to Ellen Kelly, daughter of Mary Ann Kelly. I placed said Ellen in care of Martha Oswald, of Leesburg, upon whose death said Ellen remained in care of her daughter, who was married to one Daniel Matthias, of Leesburg; while she so remained, being known probably largely concerned in the destination of my Virginia lands, said Matthias and wife, with others, combined to draw her into marriage with an idle, worthless, connexion of their families. I had withdrawn her from the house of Matthias, but saw conspiracy in such shapes as convinced me I would only accelerate the completion of their scheme by contending, therefore I let her go back to them; but took care to convince them they would not gain one cent of my property, nor receive any compensation from me for her subsistence, while detained from my lawful authority. The effect of this was to end a wicked attempt upon my property through her. Said Ellen assumed my name instead of Kelly, by my direction; she was well educated, and has, together with Mrs. Matthias, taught school at Harper's Ferry.

I bequeath to said Ellen Mandeville three thousand dollars; and if she do marry with the approbation of my executors, not otherwise, they are hereby fully authorized to make a deed to her and her heirs of ten thousand acres of land, part of my beforenamed tract of 90,000 acres, in Logan county, Virginia.

If my personal property should not cover the entire amount of legacies I have, or may give, my executors will dispose of so much of my real estate as will fully pay them.

John West, formerly of Alexandria, now of Mobile, I hereby make my residuary legatee, recommending him to consult with and follow the advice of my executors in all concerns what I leave to him.

I have been constantly and carefully attended for about seven months,

under a painful disorder of body, by Jemima Ross, whose health has been affected by night watching over me. My executors will pay the said Jemima five hundred dollars in requital of her care of me; or, I ordain her the sum of [one] thousand dollars, instead of five hundred as aforesaid.

And I do hereby appoint Robert I. Taylor and William C. Gardner, of Alexandria aforesaid, executors of this my last will, without other security than my confidence in their good faith, their judgment, and responsibility.

All life being uncertain, I name two executors, that if the one should die, my heirs may have one other known responsible person to attend to their interests.

In witness of all which, I have hereunto set my hand and seal, in Alexandria, this third day of June, in the year of our Lord one thousand eight hundred and thirty-seven.

JOSEPH MANDEVILLE. [SEAL.]

Signed, sealed, and delivered in presence of—
DANIEL CAWOOD,
EDGAR SNOWDEN,
MATHEW MEAGHER.

Codicil to the preceding will, made this eleventh day of July, 1837.

It is my will that my interest in the copartnership subsisting between Daniel Cawood and myself, under the firm of Daniel Cawood & Co., shall be continued therein until the expiration of the term limited by the articles between us. The business to be conducted by the said Daniel Cawood, and the profit or loss to be distributed in the manner the said articles provide. In witness whereof, I have hereunto subscribed my name.

JOSEPH MANDEVILLE.

Published and declared by the testator as and for a codicil to his will, and signed by him in our presence; who, in his presence, and at his request, have hereunto set our names in attestation thereof.

MATHEW MEAGHER.
R. I. TAYLOR.

At a session of the Orphan's court for the county of Alexandria, in the District of Columbia, the 9th day of September, 1847, this last will and testament of Joseph Mandeville, deceased, was proved in due form of law by Daniel Cawood, Edgar Snowden, and Mathew Meagher, witnesses thereto; and the codocil to the said will was, in like manner, proved by Mathew Meagher and R. I. Taylor, the witnesses to the same, and ordered to be recorded.

Letters testamentary were then granted to William C. Gardner, one of the executors; Robert I. Taylor, the other executor, renounced his appointment and refused to act.

Teste: A. MOORE, *Reg'r of Wills.*

DISTRICT OF COLUMBIA, *Alexandria county, to wit:*

I, Bernard Hooe, register of wills for the county of Alexandria, in the district of Columbia aforesaid, do hereby certify, that the foregoing is a true transcript from the records of the Orphan's court for the county and district aforesaid, and from the original will which is now on file in the said Orphan's court.

In testimony whereof, I have hereunto set my hand, and affixed the seal of the said Orphan's court, at Alexandria, D. C., this [L. S.] 30th day of October, in the year of our Lord one thousand eight hundred and forty-four.

B. HOOE, *Reg'r of wills.*

DISTRICT OF COLUMBIA, *Alexandria county, sct:*

I, Christopher Neale, judge of the Orphan's court for the county of Alexandria, in the district aforesaid, do hereby certify, that the foregoing attestation of Bernard Hooe, register of wills for the district and county aforesaid, is in due form.

Given under my hand this 30th day of October, 1844.

CHR. NEALE.

Subpœna to amended bill.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the marshal of the District of Columbia, greeting:

You are hereby commanded to summon William C. Gardner, executor of Joseph Mandeville, dec'd, to appear before the honorable judges of the circuit court of the District of Columbia, for the county of Alexandria, at the court-house of the said county, in the town of Alexandria, at the next court, to answer an amended bill in chancery, exhibited against him by Joseph Smith and Ellen, his wife, and this he shall in no wise omit, under the penalty of $333 33; and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 15th day of October, 1840. EDM. I. LEE, *C. C.*

Upon which subpœna was the following return:

"Service acknowledged."

W. C. GARDNER, *Ex'r, &c.*

John West made defendant.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 8th day of June, 1842, came the parties aforesaid by their solicitors, and leave given to make John West a defendant, and amended bill filed, and subpœna awarded, and cause continued.

Amended bill.

To the honorable judges of the United States circuit court of the District of Columbia, for the county of Alexandria, sitting in chancery.

Humbly complaining sheweth unto your honors, your orator, Joseph

Smith, that heretofore, to wit, on the day of Ellen Mandeville instituted her suit in chancery, in this honorable court, against Wm. C. Gardner, executor of Joseph Mandeville, deceased, and sundry other persons, legatees of said Joseph Mandeville, deceased, and to which bill reference is here made, and the same to be received as part of this bill. That the said bill was duly filed, and such other proceedings in said suit were had, as to bring the same to a hearing at the October term, 1839, of this honorable court; but that since then, to wit, on the day of the complainant having intermarried according to law with the said Ellen Mandeville, by and with the consent of the executors of the said Joseph Mandeville, deceased, in the manner required by said Mandeville's will, your orator, on motion, obtained leave from your honors, at the October term, 1840, to be made a party complainant in the suit of the said Ellen Mandeville, now Ellen Smith, and the lawful wife of your orator; and to all which proceedings in said suit reference is here made, and the same prayed to be taken and received as part of this bill of complaint. Your orator therefore prays, that all the defendants in said bill, to wit, Gardner, the executor, as aforesaid, John West, and others, defendants, as aforesaid, may be made defendants to this bill, and thereby revive the original suit which was brought by the said Ellen Mandeville, now Ellen Smith, and the wife of your orator. And that such order and decree may be made in the premises, respecting the payment to your orator of the aforesaid legacy of $3,000, with interest thereon, as to your honors shall seem just and proper; and for such other and further relief in the premises as shall be deemed by your honors just and equitable. May it please your honors to grant to your orator the United States most gracious writ of subpœna, to the defendants directed, commanding them, &c.

CHR. NEALE, *Sol'r for compl't.*

Subpœna.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the marshal of the District of Columbia, greeting:

You are hereby commanded to summon John West to appear before the honorable judges of the circuit court of the District of Columbia, for the county of Alexandria, at the court-house of the said county, in the town of Alexandria, at the next court, to answer a bill in chancery, exhibited against him by Joseph Smith and Ellen, his wife, and this he shall in no wise omit, under the penalty of $333 33; and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 22d day of June, 1842.

CASSIUS F. LEE, *C. C.*

Upon which subpœna, the marshal made the following return:

"Executed 2d July, 1842."

E. BURCHELL, *D. M.*

At another day, to wit, at a court continued and held for the district and county aforesaid, the 10th day of October, 1842, came the parties aforesaid by their solicitors, and the cause is continued.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 10th day of May, 1842, came the parties aforesaid by their solicitors, and the cause is continued.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 21st day of October, 1843, came the parties aforesaid by their solicitors, and the cause is continued.

Second decree, referring the executors' accounts to comm'r Green.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 29th day of May, 1844, came the parties aforesaid by their solicitors; and the defendants in this cause, by leave of the court, having filed their answers, to which there is a general replication, on motion of the complainants, by their counsel, it is by the court hereby decreed and ordered, that the defendant, William C. Gardner, do settle the account of his executorship of the estate of the said Joseph Mandeville, before Edward Green, who is hereby appointed commissioner to take the said account; and that he exhibit to the said commissioner a schedule of all the debts and legacies due from the said Joseph Mandeville's estate, yet remaining unpaid, and a schedule of all debts due to the said estate, and of all other personal assets belonging to the same, distinguishing the sperate from the desperate debts, and stating as nearly as he can the value of the other unadministered personal assets; and it is further ordered, that the said commissioner do ascertain the real estate whereof the said Joseph died seized, and where it is situated; and that the said commissioner do report to the next term of this court the settlement of the said executorship account, which shall be by him made, with the schedule of debts and other personal assets remaining unadministered, and of the real estate whereof the said Joseph died seized; it appearing to the satisfaction of the court that the decretal order made in this cause at October term, 1839, in the name of Ellen Mandeville, was never executed, and which suit has since been revived in the name of Joseph Smith and wife, with whom the said Ellen has intermarried.

Wm. C. Gardner's answer.

The answer of William C. Gardner, executor of Joseph Mandeville, to the bill of complaint exhibited against him and others, by Ellen Mandeville, and to the bill of revivor and amended bill exhibited against him in the name of Joseph Smith and wife, [the said Joseph having intermarried with the said Ellen Mandeville after the filing of the original bill] before the circuit court of the District of Columbia, sitting in chancery at Alexandria. In answer to so much of the said bill, as your respondent is advised it is material for him to answer, he answers and says, that he admits that the said Joseph Mandeville departed this life

in the year 1837, having first duly made his last will and testament; and that by said last will and testament, a legacy of $3,000 was bequeathed to the complainant, as charged in complainant's bill. That by the terms of said will your respondent was required, on failure of personal assets, to dispose of so much of the real estate of which his testator died seized, as would be necessary to satisfy and pay that and other legacies. Your respondent admits that the said Ellen Mandeville intermarried with the said Joseph Smith with his entire consent, as required by the said will. He admits that there are no personal assets in his hands, or to come to his hands, and he is willing to abide by such order or decree in the premises as your honors may deem consistent with equity and good conscience, and submits that said suit shall stand revived.

LAW. B. TAYLOR,
Sol. for respondent.

Mary and Julia Mandeville's answer.

The joint and several answer of Mary Mandeville and Julia Mandeville, to a bill of revivor filed against them and others by Joseph Smith and Ellen, his wife, formerly Ellen Mandeville, in the circuit court of the District of Columbia, for the county of Alexandria, sitting in equity.

These respondents, saving to themselves all just exceptions, for answer thereto say, that they have no personal knowledge of the various facts therein set forth, but they are informed, and therefore admit, that the said marriage of Joseph Smith with Ellen Mandeville took place as therein charged; that it was with the assent, or without the disapprobation of said William C. Gardner; that they are advised that by such intermarriage the said suit instituted by said Ellen Mandeville for the payment of her legacy, and others charged by Joseph Mandeville on his real estate, in default of his personal estate, abated; and the said Joseph Smith became entitled to revive the said suit and prosecute the decree, for an account already rendered in said suit, to its final execution; that they submit to his right to revive the said suit, and are anxious and willing that it should be allowed to proceed in the same plight and condition in which it was prior to the said abatement; and that they and the other legatees, whose legacies are all unpaid, may have a decree for a final settlement of their claims, and a sale of so much of the real estate of the said Joseph Mandeville as may be requisite to compensate for any deficiency that may exist in the personal estate for that purpose; and that they are willing to contribute to the necessary expense of the said suit, as if they were complainants in the said bill mentioned.

JULIA MANDEVILLE.
MARY MANDEVILLE.

No affidavit required.

CHR. NEALE,
For complainant.

Answer of Sabret E. Scott and wife.

The joint and several answer of Sabret E. Scott and Maria, his wife, who was Maria Mandeville, to a bill of revivor filed against them and others, by Joseph Smith and Ellen, his wife, formerly Ellen Mandeville, on the chancery side of the circuit court of Alexandria county, District of Columbia.

These respondents, saving to themselves all just exceptions, for answer thereto, say, that they have no personal knowledge of the various facts therein set forth, but they are informed, and therefore admit, that the said marriage of Joseph Smith with Ellen Mandeville took place as therein charged; that it was with the assent and approbation of the said William C. Gardner; that they are advised by such intermarriage, the said suit instituted by said Ellen Mandeville for the payment of her legacy, and others charged by Joseph Mandeville on his real estate, in default of his personal estate, abated, and that the said Joseph Smith became entitled to revive the said suit and prosecute the decree for an account already rendered in said suit to its final execution; that they submit to his right to revive the said suit, and are willing and anxious that it should be allowed to proceed in the same plight and condition in which it was prior to the said abatement; and that they and the other legatees, whose legacies are yet unpaid, may have a decree for final settlement of their claims, and a sale of so much of the real estate of the said Joseph Mandeville as may be requisite to compensate for any deficiency that may exist in the personal estate for that purpose; and that they are willing to contribute to the necessary expenses of the said suit, as if they were complainants in the said bill mentioned.

H. W. DAVIS, *Sol. for def'ts.*

DISTRICT OF COLUMBIA,
County of Washington, to wit:

Sabret E. Scott and Maria Scott, his wife, personally appeared before me, a justice of the peace in and for said county, and made oath that the facts set forth in the answer hereto annexed, so far the same depend upon their own knowledge, are true; and so far as the same depend upon the information of others, they believe them to be true.

Given under my hand and seal this 6th day of May, 1844.

SAMUEL SMOOT, [L. S.] *J. P.*

Answer of Eliza Hill.

The separate answer of Eliza Hill, to a bill of revivor filed against her and others, by Joseph Smith and Ellen, his wife, formerly Ellen Mandeville, on the chancery side of the circuit court of Alexandria county, in the District of Columbia.

This respondent, reserving to herself all exceptions to errors in the complainants' bill contained, for answer thereto, or to so much thereof as she is advised it is material for her to answers she answer, and saith, that she has no personal knowledge of the facts in the complainants' bill stated, but she is informed and believes that the said marriage of Joseph

Smith with Ellen Mandeville took place as in the bill stated, and she presumes with the assent of Mandeville's executor; she is advised that by such intermarriage the suit instituted by Ellen Mandeville, in this honorable court, [when sole] for the payment of her legacy of $3,000, and also the legacies of others under the will of the late Joseph Mandeville, deceased, and the same charged upon his real estate, in default of his personal estate being insufficient, by the intermarriage aforesaid abated, and that the said Joseph Smith became entitled to revive the said suit and prosecute the decree heretofore pronounced by this honorable court for an account to its final execution. The respondent therefore admits his right to revive the said suit, and is anxious and willing that it should be allowed to proceed, in the same plight and condition in which it was prior to the time when, by the aforesaid intermarriage, it abated; and that she, in common with the other legatees of said Joseph Mandeville, deceased, whose legacies are all still unpaid, may have a decree for a final settlement of their claims, and a decree for sale of so much of the real estate of the said Joseph Mandeville as may be requisite or necessary to make good any deficiency that may exist in the personal estate for that purpose; and that she is willing to contribute her portion of the necessary expense of the said suit, as though she was a co-complainant in the cause now depending.

ELIZA HILL.

ALEXANDRIA COUNTY, *sct:*

Eliza Hill, the respondent, and whose name is subscribed above, personally appeared before the subscriber, a justice of the peace of the county aforesaid, and made oath, in due form of law, that the matters and things in the above answer stated, as of her knowledge, are true, and that those stated as of the knowledge of others, she verily believes are true.

Given from under my hand, this the 2nd day of May, 1844.

JOHN GRUBB.

Answer of Rebecca J. Hill.

The separate answer of Rebecca J. Hill, to a bill of revivor filed against her and others, by Joseph Smith and Ellen, his wife, formerly Ellen Mandeville, in the circuit court of the District of Columbia, and county of Alexandria, sitting in chancery.

This respondent, reserving to herself all proper exceptions to the errors and imperfections in the complainant's bill contained, for answer thereto, or to so much thereof as she is advised it is material for her to answer, she answers and saith, that she has no personal knowledge of the facts in the complainant's bill stated, but she is informed, and therefore admits, that the said marriage of Joseph Smith with Ellen Mandeville took place as therein charged, and she presumes with the assent of Mandeville's executor; that she is advised that, by such intermarriage, the suit instituted by Ellen Mandeville in this honorable court for the payment of her legacy of $3,000, including the legacies of others under the will of the late Joseph Mandeville, deceased, and the same

charged upon his real estate, in default of his personal estate being insufficient, abated by the intermarriage of the said Ellen with the said Joseph, and that the said Joseph became entitled to revive the said suit, and prosecute the decree heretofore obtained for an account to its final execution. The respondent therefore submits to his right to revive the said suit, and is anxious and willing that it should be allowed to proceed in the same plight and condition in which it was prior to the time when by the aforesaid intermarriage it abated; and that she, in common with the other legatees of said Joseph Mandeville, deceased, whose legacies are all still unpaid, may have a decree for final settlement of their claims, and a decree for the sale of so much of the real estate of the said Joseph Mandeville as may be requisite to make good any deficiency that may exist in the personal estate for that purpose; and that she is willing to contribute her portion of the necessary expense of the said suit, as though she was a complainant or co-complainant in the cause now depending.

REBECCA J. HILL.

ALEXANDRIA COUNTY, *sct:*

Be it remembered, that on this the day of May, 1844, Rebecca J. Hill, whose name is subscribed above, personally appeared before the subscriber, a justice of the peace for the county aforesaid, and made oath in due form of law that the matters stated in the above answer, as of her knowledge, are true, and that those stated as of the knowledge of others, she believes to be true.

Given from under my hand, this the 2d day of May, 1844.

JOHN GRUBB.

Answer of John West.

The answer of John West to the original and amended bill, filed against himself and others, by Joseph Smith and Ellen, his wife, in the circuit court for the county of Alexandria, in the District of Columbia.

This defendant, saving and reserving to himself the benefit of all exceptions to the many errors, imperfections, and misstatements in said bill contained, for answer thereto, or to so much thereof as he is advised is material for him to answer, says, that it is true that Joseph Mandeville departed this life in the year 1837, leaving a last will and testament, which is referred to in complainant's original bill, but not filed therewith, and that a legacy of three thousand dollars is bequeathed to the complainant by the said testator. That said legacy, together with the other legacies referred to in complainant's original bill, were to be paid out of said testator's *real estate, only in the event that his personal property should prove insufficient for that purpose*. This defendant of his own knowledge is unable to say, whether the personal property of the said Joseph Mandeville, deceased, is or is not sufficient to pay the amount of complainant's legacy, and neither admits or denies the insufficiency as alleged, but calls for strict proof thereof. Neither does he admit that said complainants are entitled to any interest on said legacy, but submits the same to this honorable court, to decide whether

or not they are thus entitled. This defendant is advised that, before any decree can be made, ordering a sale of the real estate of said Joseph Mandeville, deceased, or any portion thereof, it is necessary to have an account taken to ascertain the amount of debts due and outstanding upon the estate of the said testator, and whether or not there be in the hands of the executor of said testator sufficient personal estate and assets to pay the said debts and legacy; and this defendant prays that such an account may be taken, under an interlocutory decree of this honorable court. This defendant, further answering, says, that he is not aware that the said legacy has been paid, and having now answered, this defendant prays to be hence dismissed the court with his reasonable costs in this behalf expended.

DISTRICT OF COLUMBIA,
Alexandria county, to wit:

John West personally appeared before the subscriber, a justice of the peace of the county aforesaid, and in the aforesaid District, and made oath that the facts as set forth in the foregoing answer, so far as they depend on his own knowledge, are true, and so far as they depend on the knowledge of others, he believes to be true.

Given under my hand this 3d day of October, 1842.

CHARLES SCOTT.

Commissioner Green's first report.

At another day, to wit, at a court continued and held for the District and county aforesaid, the 5th day of December, 1844, Master Commissioner Green filed his report, which is in these words and figures:

To the honorable the judges of the United States circuit court of the District of Columbia, sitting in Alexandria.

In pursuance of the order, decreed by your honorable court in the cause above named, the commissioner appointed thereby begs leave to report:

That he has taken the account of the executor of the late Joseph Mandeville, so far as relates to the personal estate, and finds that there remains in the hands of said executor the sum of $76 67, say seventy-six dollars and sixty-seven cents, to be accounted for, which will fully appear by the statement herewith returned, marked A; and from the evidence produced to your commissioner, it appears, and he is fully satisfied, that nothing further can be received or collected by the said executor on account of the personal estate.

By the schedule, marked B, it will be seen, that the legacies remaining unpaid amount to the sum of $13,850, say thirteen thousand eight hundred and fifty dollars. And by the schedule, marked C, the amount of debts remaining unpaid is $2,449 50, say two thousand four hundred and forty-nine dollars and fifty cents; but when paid the estate will have a claim upon Samuel B. Larmour for the sum of $449\frac{94}{100}$, with the accruing interest arising out of the debt due to R. I.

Taylor's estate, which will be fully explained by reference to the paper marked H. Your commissioner has also been apprised of a claim of W. R. & C. Hitchcock for the sum of $632\frac{12}{100}$, and a claim on Selman & Cook for $275\frac{38}{100}$, both against Daniel Cawood & Co., of which firm Joseph Mandeville was a partner; which claims are said to have originated during the lifetime of the said Mandeville.

The paper marked D contains a schedule of the real estate whereof the late Joseph Mandeville died seized, and where it is situate.

Appended to this report will be found the copy of the notice given to the parties. Your commissioner's fee in this case is $52\frac{50}{100}$, fifty-two dollars and fifty cents.

All of which is respectfully submitted.

EDWARD GREEN, *Commissioner.*

Papers referred to, and returned herewith.

Marked A, executor's account.
" B, schedule of legacies unpaid.
" C, do. of debts unpaid.
" D, do. of real estate.
" H, explanatory statement.

COMMISSIONER'S OFFICE, *7th Sept'r*, 1844.

COMMISSIONER'S OFFICE, *22d August*, 1844.

SIR: You are hereby notified, that I shall proceed in the adjustment of the accounts, and in the preparation of papers towards making a report, in the cases of Joseph Smith and wife, and Jemima Ross, versus William C. Gardner, executor of Joseph Mandeville, West and als., on Friday, the 26th inst., in the afternoon, from 3 o'clock until dark, and daily thereafter until closed.

EDWARD GREEN, *Commiss'r.*

To JNO. WEST,
W. C. GARDNER.

Exhibit A.—Executor's account

First account of

DR. *The estate of Joseph Mandeville, deceased, in*

1837 and 1838.			
	To cash paid Register of Wills - -	1	$27 37
	" " " James Green, burial expenses	2	37 00
	" " " Reid Cross, do. -	3	8 00
	" " " Wm. Carmichael, cartage -	-	75
	" " " corporation taxes, to Burchell	4	130 47
	" " " corporation taxes, in joint account of S. B. Larmor -	4	83 66
	" " " Thomas Bunage - -	5	4 50
	" " " Oliver Field - - -	6	6 21
	" " " Reuben Potter - -	7	2 50
	" " " Benjamin Barton - -	8	7 70
	" " " Matthias Snyder, jr., taxes for 1837 - - -	9	12 76
	" " " James Jack, balance on acc't	10	2 13
	" " " Fire Insurance Company -	11	61 00
	" " " Alexandria Library Company	12	6 00
	" " " George McCliesh - -	13	2 56
	" " " Mount & O'Brien - -	14	16 81
	" " " John H. Brent - -	15	11 10
	" " " R. & W. Ramsay - -	16	32 00
	" " " William Washington -	17	25 00
	" " " William C. Yeaton - -	18	50 00
	" " " Wm. Brent's clerk's fees -	19	6 03
	" " " Gales & Seaton - -	20	11 00
	" " " George Seaton - -	21	4 63
	" " " Wm. Brent, clerk's fees -	22	2 50
	" " " Edm'd I. Lee, do. -	23	2 65
	" " " Sam'l B. Larmor, half of $250, for rent of property corner of King & F'x streets, due June 1st, 1838 - - -	24	125 00
	" " " James C. Hall - -	25	47 00
	" " " Edgar Snowden, for publishing	26	3 50
	" " " Sarah A. Hill, a specific legacy of slaves, furniture, &c., as appraised - - -	27	842 90
	" " " William Gregory - -	28	22 18
	" " " Doctor Richards - -	29	30 00
	" " " J. Butcher - - -	30	22 00
	Carried forward - -	-	$1,646 91
	Brought forward - -	-	$1,646 91
	To cash paid E. I. Lee, clerk's fees -	31	11 59
	" " " Henry Chatham - -	32	3 00
	" " " St. Paul's church - -	33	5 00
	" " " Sarah A. Hill's account -	34	50 00
	" 10 per cent. commission on $3,652 71 -	-	365 27
	" balance due the estate on this account -	-	1,570 94
			$3,652 71

referred to in commissioner's report.

the personal estate.

account with William C. Gardner, executor. CR.

1837.				
Sept.	23	By cash of L. W. Berry, $169 54, on account of debt due to Mandeville & Larmor by W. B. Stone, half is - - - -	-	$84 77
		" amount of appraisement of furniture, slaves, &c., the specific legacy to Sarah A. Hill -	-	842 90
		" amount of sales of sundry personal estate, as per the auctioneer's account - -	-	1,421 04
1838.				
January	9	" cash of E. Laphen - - - -	$6 00	
		" " Jno. Corse - - - -	5 33	
		" " William Jamesson - - -	9 05	
		" " William H. Mount - - -	7 28	
		" " L. M. Lowe - - -	27 61	
		" " R. Wilcoxon - - -	15 40	
				70 67
June	1	" " George P. Wise - - -	-	7 85
July	21	" " C. Murray - - - -	$12 87	
		" " George Dale - - -	17 26	
		" " M. Jamieson - - -	11 36	
		" " S. Berkley, on account - -	19 00	
August	2	" " Samuel Messersmith - -	2 50	
				62 99
		" " Wm. H. Miller, president, dividend on 328½ shares Col'n Ins. stock -	-	985 50
Sept.	1	" " Geo. P. Wise, note $50, int. $5 50 -	-	55 50
		" " Jos. H. Hampson - - -	-	7 79
		" " Miss Ashton, [July 12,] - -	$7 66	
		" " E. Palmer - - - -	16 56	
				24 22
		" " Lawrence W. Berry, on account of W. B. Stone's debt to Mandeville & Larmour - - -	-	89 48
		Carried forward - - -	-	$3,652 71
		By amount brought forward - - -	-	$3,652 71
				$3,652 71

Exhibit A.—

Dr.

1838.				
October	10	To cash paid S. B. Larmour, for half of the qr. rent of store due 1st September -	1	$31 25
	18	" " " Jos. Eaches, commissioner, per order of the circuit court - -	2	115 50
1839.				
January	11	" " " Alexander Moore - - -	3	28 02
	17	" " " Edm'd I. Lee - - -	4	4 78
	22	" " " Geo. S. Hough, funeral expenses	5	5 50
		" " " D. Minor, marshal's fees - -	6	3 84
	24	" " " A. D. Harmon - $24 00		
		Less for account vs. him 12 38	7	
			–	11 62
		" " " Edgar Snowden's bill - -	8	1 75
		" " " Eliza Kennedy, bal. per ledger -	9	59
		" " " Geo. Drinker, library tax -	10	4 00
		" " " Jos. C. Hill, for deed of the castle - - $30 00		
		" " " Mr. Taylor, for prepar'g it 5 00		
		" " " C. Scott, for acknowledg't 50		
		" " " E. I. Lee, for recording 2 27	11	
			–	37 77
May	5	" M. Mayer, for note due to him, 5th November, 1836, on demand, for $500 00		
		For 2½ years interest on do. 75 00	12	
			–	575 00
		" L. B. Taylor, attorney - - -	13	50 00
		" Wm. Moss, clerk of Fairfax county -	14	1 00
		" Wm. Brent, clerk Wash. co. circt. court, half	15	1 25
		" Joseph Eaches' account - - -	16	3 00
December		" E. Snowden, for publishing this ac't -	17	1 75
		" 10 per cent. commission on $2,087 78, collected since first account - - -	–	208 78
		" balance due the estate - - -	–	2,573 32
				$3,658 72
Dec'r	18	To amount Alex'r Morris' account, register -	–	$18 16
		" award of commissioner Eaches, in favor of S. B. Larmour, paid him with interest -	$704 58 92 76	797 34
		" award of sundry debts by said commissioner, which had been transferred by Jos. Mandeville to himself, and so collected, one-half of which belonged to S. B. Larmour, viz:		
		Of L. W. Berry, debt of W. B. Stone -	189 69	
		Of R. C. L. Moncure, debt of R. Stone	50 00	
		Of J. H. Ladd & Co. - - -	981 12	
		Of J. H. Bradley, Wright & Kents' ac't	273 00	
		Of W. Moreland, for J. Reamer's debt	106 94	
			1,600 75	800 38
		" amount paid E. I. Lee, clerk of the circuit court, for fees, as per fee bill - -	–	14 58
		" amount paid do., fee bill, for proceeding of A. C. Cazenove against the castle for ground rent - - - - -	–	2 40
		" amount of R. I. Taylor's bill, fees - -	–	50 00

Continued.

Cr.

1838.				
	By balance of first account settled - -	-		$1,570 94
	" amount received of William Gregory -	-		15 96
Nov. 23	" Rev'd J. Smith - - - -	-		34 27
	" S. A. Hill - - - - -	-		77 40
1839.				
January 9	" J. H. Ladd - - - - -	-		400 00
22	" J. Irwin & Co., balance - - -	-		6 79
24	" Thomas H. Jones - - - -	-		20 79
April 8	" Alexander Kerr's estate, for property bought by Jos. Mandeville at corporation sale—$22 82, interest $4 48 - - -	-		27 30
July 19	" Wm. H. Miller, final dividend on 328½ shares C. I. stock - - - -	-		304 52
	" Lawrence Berry, collected by him of Thos. Stone - - - - -	-		189 69
	" R. C. Moncure, collected from Rd. Stone -	-		50 00
	" Wm. Moreland, collected by him - -	-		106 94
	" John H. Ladd, balance of note - -	-		581 12
Sept. 12	" Joseph H. Bradley, on account of Wright & Kent's debt - - - -	-		100 00
19	" do. do. on account do. -	-		173 00
				$3,658 72
December.	By balance due the estate, carried forward -	-		$2,573 32
Dec. 18	" balance of 2d account, settled this day by orphan's court - - - -	-		2,573 32
	" a moiety of sundry debts of S. B. Larmour & Co., and Mandeville and Larmour, collected since last return, viz:			
	Of Turberville, for bag of shot - -	$2 00		
	" Mary Mooney, balance - -	50		
	" Brooks, for N. Tolson's debt -	219 48		
	" Elias Edwards - - -	15 00		
	" Catts, for Hubbard's debt - -	9 68		
	" Bowie, Moore's debt - -	264 33		
	" Minor, B. Rust's debt - -	740 29		
		$1,251 28		625 64

Exhibit A.—

DR.

1838.					
October	10	To cash paid S. B. Larmour, for half of the qr. rent of store due 1st September -		1	$31 25
	18	" " " Jos. Eaches, commissioner, per order of the circuit court - -		2	115 50
1839.					
January	11	" " " Alexander Moore - - -		3	28 02
	17	" " " Edm'd I. Lee - - -		4	4 78
	22	" " " Geo. S. Hough, funeral expenses		5	5 50
		" " " D. Minor, marshal's fees - -		6	3 84
	24	" " " A. D. Harmon - $24 00			
		Less for account vs. him 12 38		7	
				–	11 62
		" " " Edgar Snowden's bill - -		8	1 75
		" " " Eliza Kennedy, bal. per ledger -		9	59
		" " " Geo. Drinker, library tax -		10	4 00
		" " " Jos. C. Hill, for deed of the castle - - $30 00			
		" " " Mr. Taylor, for prepar'g it 5 00			
		" " " C. Scott, for acknowledg't 50			
		" " " E. I. Lee, for recording 2 27		11	
				–	37 77
May	5	" M. Mayer, for note due to him, 5th November, 1836, on demand, for $500 00			
		For 2½ years interest on do. 75 00		12	
				–	575 00
		" L. B. Taylor, attorney - - -		13	50 00
		" Wm. Moss, clerk of Fairfax county -		14	1 00
		" Wm. Brent, clerk Wash. co. circt. court, half		15	1 25
		" Joseph Eaches' account - - -		16	3 00
December		" E. Snowden, for publishing this ac't -		17	1 75
		" 10 per cent. commission on $2,087 78, collected since first account - - -		–	208 78
		" balance due the estate - - -		–	2,573 32
					$3,658 72
Dec'r	18	To amount Alex'r Morris' account, register -		–	$18 16
		" award of commissioner Eaches, in favor of S. B. Larmour, paid him with interest -		$704 58 92 76	797 34
		" award of sundry debts by said commissioner, which had been transferred by Jos. Mandeville to himself, and so collected, one-half of which belonged to S. B. Larmour, viz:			
		Of L. W. Berry, debt of W. B. Stone -		189 69	
		Of R. C. L. Moncure, debt of R. Stone		50 00	
		Of J. H. Ladd & Co. - - -		981 12	
		Of J. H. Bradley, Wright & Kents' ac't		273 00	
		Of W. Moreland, for J. Reamer's debt		106 94	
				1,600 75	800 38
		" amount paid E. I. Lee, clerk of the circuit court, for fees, as per fee bill - -		–	14 58
		" amount paid do., fee bill, for proceeding of A. C. Cazenove against the castle for ground rent - - - - -		–	2 40
		" amount of R. I. Taylor's bill, fees - -		–	50 00

Continued.

CR.

1838.				
	By balance of first account settled - -	–		$1,570 94
	" amount received of William Gregory -	–		15 96
Nov.	23	" Rev'd J. Smith - - - - -	–	34 27
		" S. A. Hill - - - - -	–	77 40
1839.				
January	9	" J. H. Ladd - - - - -	–	400 00
	22	" J. Irwin & Co., balance - - -	–	6 79
	24	" Thomas H. Jones - - - -	–	20 79
April	8	" Alexander Kerr's estate, for property bought by Jos. Mandeville at corporation sale—$22 82, interest $4 48 - - -	–	27 30
July	19	" Wm. H. Miller, final dividend on 328½ shares C. I. stock - - - -	–	304 52
		" Lawrence Berry, collected by him of Thos. Stone - - - - -	–	189 69
		" R. C. Moncure, collected from Rd. Stone -	–	50 00
		" Wm. Moreland, collected by him - -	–	106 94
		" John H. Ladd, balance of note - -	–	581 12
Sept.	12	" Joseph H. Bradley, on account of Wright & Kent's debt - - - -	–	100 00
	19	" do. do. on account do. -	–	173 00
				$3,658 72
December.		By balance due the estate, carried forward -	–	$2,573 32
Dec.	18	" balance of 2d account, settled this day by orphan's court - - - -	–	2,573 32
		" a moiety of sundry debts of S. B. Larmour & Co., and Mandeville and Larmour, collected since last return, viz:		
		Of Turberville, for bag of shot - -	$2 00	
		" Mary Mooney, balance - -	50	
		" Brooks, for N. Tolson's debt -	219 48	
		" Elias Edwards - - -	15 00	
		" Catts, for Hubbard's debt - -	9 68	
		" Bowie, Moore's debt - -	264 33	
		" Minor, B. Rust's debt - -	740 29	
			$1,251 28	625 64

Exhibit A.—

DR.

1839.				
Dec'r 18	To Alexandria Library tax, to July, 1839 -	-		$4 00
	" D. Minor, execution for costs of suit against Cawood, brought by J. West - -	-		14 00
	" sheriff of Fauquier county, half of fee bill -	-		44
	" S. B. Larmour, half of his bill for expenses, postages, &c. - - - -	-		14 76
	" balance to new account - - -	-		1,482 90
				$3,198 96
	To paid Register of Wills - - -	-		18 16
	" 10 per cent. commission on $625 64 collected	-		62 56
	" Paid E. Snowden - - - -	-		1 75
1841.				
January 1	" balance due the estate - - -	-		1,400 43
				$1,482 90
	To tax on share in Alexandria Library, 1840 -	-		3 00
	" cash paid C. McKnight, fees in case against Portia Hodgson's estate, sent to a jury -	-		4 50
	" tax on share in Library, for 1841 - -	-		3 00
	" Mary Mandeville, on acc't of legacy to her	-		150 00
	Carried forward -	-		$160 50
	To amount brought forward - - -	-		160 50
	" Samuel Bartle, on acc't of judgment against Jos. Mandeville's estate - - -	-		316 37
	" W. C. Gardner, commissions - -	-		13 50
	" A. Moore, register - - -	-		6 66
	" E. Snowden - - - - -	-		1 75
	" balance to new account - - -	-		1,036 70
				$1,535 48
1842.				
May 7	To cash paid A. Moore, commissioner in Mr. West's proceedings - - -	-		30 50
	" cash paid ½ fee bills in case vs. C. A. Alexander	$11 92		
	" " acknowledgment of deed - -	50		12 42
	" " half chancery fee bills, Larmor vs. Mandeville, see decree - -	-		18 59
	" " half marshal's fee bill, in suit ag'st Rust, the whole amount having been previously credited -	-		10 72
	" " half do. against Rust and Bradley	-		2 11
	" " half amount due S. Bartle to S. B. Larmour & Co., see commiss'rs report - - - -	-		83 97
	" " balance of execution in favor of S. Bartle - - - -	-		920 26
	" Alexandria Gazette office, for advertising -	-		25 25
	" sundry postages paid by S. B L. & W. C. G.	-		2 99
	" cash paid Peter Brenner's bill - -	-		6 00
	" commission on $148 63 - - -	-		14 86
	" balance to new account - - -	-		57 66
				$1,185 33

Continued.

CR.

			$3,198 96
1841.			
January 1	By balance - - - - - -		$1,482 90
			$1,482 90
	By balance of 3d account settled - - -		$1,400 43
	" cash of Major Steele, for a debt - - -		33 30
	" " Wright & Kent - - - -		101 75
	Carried forward - - - -		$1,535 48
	By amount brought forward - - - -		$1,535 48
			$1,535 48
1842.			
May 1	By balance of this 4th account, as settled - -		$1,036 70
	" amount received of E. Snowden - - -		115 67
	" amount received of Giles Cook, by S. B. L., being half amount due S. B. L. & Co. by Vanmeeter. - - - - -		24 12
	" amount of P. Brenner, due by him - - -		9 44
			$1,185 33

Exhibit A.—

DR.

1839.				
Dec'r 18	To Alexandria Library tax, to July, 1839 -	-		$4 00
	" D. Minor, execution for costs of suit against Cawood, brought by J. West - -	-		14 00
	" sheriff of Fauquier county, half of fee bill -	-		44
	" S. B. Larmour, half of his bill for expenses, postages, &c. - - - -	-		14 76
	" balance to new account - - -	-		1,482 90
				$3,198 96
	To paid Register of Wills - - -	-		18 16
	" 10 per cent. commission on $625 64 collected	-		62 56
	" Paid E. Snowden - - - -	-		1 75
1841.				
January 1	" balance due the estate - - -	-		1,400 43
				$1,482 90
	To tax on share in Alexandria Library, 1840 -	-		3 00
	" cash paid C. McKnight, fees in case against Portia Hodgson's estate, sent to a jury -	-		4 50
	" tax on share in Library, for 1841 - -	-		3 00
	" Mary Mandeville, on acc't of legacy to her	-		150 00
	Carried forward -	-		$160 50
	To amount brought forward - - -	-		160 50
	" Samuel Bartle, on acc't of judgment against Jos. Mandeville's estate - - -	-		316 37
	" W. C. Gardner, commissions - -	-		13 50
	" A. Moore, register - - -	-		6 66
	" E. Snowden - - - - -	-		1 75
	" balance to new account - - -	-		1,036 70
				$1,535 48
1842.				
May 7	To cash paid A. Moore, commissioner in Mr. West's proceedings - - -	-		30 50
	" cash paid ½ fee bills in case vs. C. A. Alexander	$11	92	
	" " acknowledgment of deed - -		50	12 42
	" " half chancery fee bills, Larmor vs. Mandeville, see decree - -	-		18 59
	" " half marshal's fee bill, in suit ag'st Rust, the whole amount having been previously credited -	-		10 72
	" " half do. against Rust and Bradley	-		2 11
	" " half amount due S. Bartle to S. B. Larmour & Co., see commiss'rs report - - - -	-		83 97
	" " balance of execution in favor of S. Bartle - - - -	-		920 26
	" Alexandria Gazette office, for advertising -	-		25 25
	" sundry postages paid by S. B L. & W. C. G.	-		2 99
	" cash paid Peter Brenner's bill - -	-		6 00
	" commission on $148 63 - - -	-		14 86
	" balance to new account - - -	-		57 66
				$1,185 33

Continued.

CR.

			$3,198 96
1841. January 1	By balance - - - - - -		$1,482 90
			$1,482 90
	By balance of 3d account settled - -		$1,400 43
	" cash of Major Steele, for a debt - -		33 30
	" " Wright & Kent - - -		101 75
	Carried forward - - -		$1,535 48
	By amount brought forward - - -		$1,535 48
			$1,535 48
1842. May 1	By balance of this 4th account, as settled -		$1,036 70
	" amount received of E. Snowden - -		115 07
	" amount received of Giles Cook, by S. B. L., being half amount due S. B. L. & Co. by Vanmeeter. - - - -		24 12
	" amount of P. Brenner, due by him - -		9 44
			$1,185 33

Exhibit A.—

DR.

To cash paid Bernard Hooe	-	-	-	$6 62
" " Edgar Snowden	-	-	-	1 75
" " C. F. Lee	-	-	-	3 12
" balance carried down	-	-	-	76 67
				$88 16

Continued.

Cr.

1843. May 2	By balance of old account - - -	-	$57 66
	" error in charge for money paid A. Moore's bill, of May 7th, 1842, which is now withdrawn by the executor - - -	-	30 50
	" balance to debit of executor in his 6th acc't, carried forward - - - -	-	$88 16
	By balance of 5th account, settled with the orphan's court, brought forward - -	-	$88 16
			$88 16
1844. August 7	By balance in the hands of the ex'or this day -	-	$76 67

Exhibit B.—Schedule of legacies.—B.

A schedule of all the legacies, devised by the late Joseph Mandeville, yet remaining unpaid.

To Mary Mandeville - - - -	$1,350 00
" Julia Mandeville - - - - -	1,500 00
" Maria Scott - - - - -	3,000 00
" Eliza Hill - - - - -	2,000 00
" Rebecca J. Hill - - - - -	2,000 00
" Ellen Mandeville - - - -	3,000 00
" Jemima Ross - - - - -	1,000 00
	$13,850 00

Exhibit C.—Schedule of debts.—C.

A schedule of all the debts, due from the estate of the late Joseph Mandeville, yet remaining unpaid.

To the late Robert I. Taylor's representatives, on a a balance of account, as per explanatory statement marked H - - - -	$1,177 62
" the marshal, for fees on account of the above -	319 47
" Daniel Minor, marshal, under an execution -	952 41
	$2,449 50

Exhibit D.—Schedule of real estate.

D.

A schedule of the real estate of the late Joseph Mandeville, and where the same is situate.

Description and location of the property.	Assessed value.
House and lot, corner of Cameron and Pitt streets	$1,600 00
Do. do. adjoining on Cameron street	1,200 00
Lot on Queen street	1,300 00
House and lot on Royal street	2,000 00
Two houses and lots on Fairfax street, [Clay Hill]	1,200 00
Lot on Oronoco and Union streets	1,000 00
Lot, store, and wharf, on Union street	6,000 00
Lot on Water street	800 00
House and lot, King and Henry streets, [Castle]	4,000 00
Do. do. on King street	2,200 00
Do. do. on Pitt street	1,100 00
Store and lot on King street	3,200 00
House and store, corner of King and Fairfax streets	7,000 00
Do. do. adjoining on King street	
Do. shop, do. on Fairfax street	
Buildings and lot, [soap factory,] Water street	2,500 00
Brewhouse lot, Water street	1,000 00
Lot, half square, on Pitt, Wythe, and St. Asaph streets	400 00
Do. do. on Wythe, Washington, & St. Asaph streets	500 00
Do. opposite Bank of Potomac	800 00
Do. on Duke street	300 00
Do. on Fairfax and Duke street	600 00
Twenty-five acres of land on the Washington road	1,250 00
Ten acres of do. do. do.	1,500 00
17,000 acres of land in Mercer county, Virginia.	
90,000 do. do. Hardy do. do.	

Exhibit H.—Explanatory statement.

H.

Explanatory statement.

Mandeville & Larmour owe Joshua Scholfield, or Robert I. Taylor, attorney of Joshua Scholfield, a debt, which, on the 27th day of June, 1838, amounted to - - - - - - - -	$1,997 15
And interest thereon to July 15th, 1844 - -	724 96
	$2,722 11
At the same time, 15th July, 1844, Mandeville and Larmour's claim upon Robert I. Taylor, with interest to that date, amounted to $2,064 35 - -	2,064 35
	$657 76
Joseph Mandeville, at the same time, owed Robert I. Taylor - - - - - - -	398 80
Samuel B. Larmour, at the same time, owed Robert I. Taylor - - - - - - -	121 06
	$1,177 62
Making the amount due to Robert I. Taylor, from Mandeville & Larmour, Joseph Mandeville, and Samuel B. Larmour, on the 15th of July, 1844, eleven hundred and seventy-seven dollars and 62-100, of which Mandeville's estate should pay - - -	$727 68
And Samuel B. Larmour - - - -	449 94
Amounting, as above stated, to -	$1,177 62

For the whole of which, with interest from the 15th of July, 1844, Mandeville's estate is bound by judgment and execution, though, if the estate were to pay the whole, Samuel B. Larmour would be bound to refund $449 94, with interest from the same date. Mandeville's estate also owes Daniel Minor, marshal's fees, in the same case, the sum of $319 47; this debt was originally one due from Mandeville to Scholfield, and made the debt of the firm of Mandeville & Larmour by entries on their books, with the exception of the marshal's fees, which were never charged to Mandeville on their books.

Defendant West's exceptions to commissioner's report.

Exceptions filed to the commissioner's report by defendant West, on the aforementioned day.

The defendant, John West, by his counsel, excepts to the commissioner's report filed in this case.

1st. Because the debts reported as due from the estate of Joseph Mandeville, amounting to the sum of $2,449 50, are not so due as reported; and because the items of such indebtedness are not sustained by proper evidence.

2nd. Because the legacies, reported as left by the will of Joseph Mandeville, amounting to $13,800 00, are not due and unpaid, as reported.

And lastly, for other causes of exception apparent on the face of said report.

FRANCIS L. SMITH,
Sol. for def't.

And on the said 5th day of December the complainant and defendant, legatees, filed the following exceptions.

Complainant and defendant, legatees, exceptions.

The complainant, and the legatees, and executrix, defendants, except to the short copy of the judgment of Joshua Scholfield vs. Joseph Mandeville, tendered to the court by the defendant, John West, as evidence to sustain his exception to the debts reported due and unpaid by the commissioner which exception was filed prior to October term, 1844; because said judgment is not entered in said report as read, does not appear to have been before the commissioner, not to have been the only evidence on which the items excepted to, or either of them, were reported, because no call was made for the evidence on which he really acted, and it is not before the court, and for other causes of objection apparent.

The complainant and executrix and legatees, defendants, except to the record of the suit of Bartle vs. Mandeville's executor, as evidence against the items excepted to by the defendant, John West, it not having been entered in his report as read, and it not appearing to have been the evidence on which he allowed any of the items in said account, and because no call was made on him to report the evidence on which he proceeded; and for sundry other good causes of objection apparent.

CHR. NEALE,
H. W. DAVIS,
For legatees, &c.

Defendant Gardner's death suggested, and leave given the complainant to revive the same against his legal representatives.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 9th day of December, 1844, came the parties aforesaid by their solicitors, and the defendant Gardner's death suggested,

and as to him the suit abated; and leave given the complainant to revive the same against his legal representatives, and cause continued.

Subpœna to bill of revivor.

At another day, to wit, at the rules held in the clerk's office of the court aforesaid, for the month of January, 1845, came the parties by their solicitors aforesaid, and on motion of the complainant a subpœna was awarded them against Eliza F. Gardner, the executrix of Wm. C. Gardner, deceased.

Which subpœna was returned with the following endorsement thereon.

"Service acknowledged."

"ELIZA F. GARDNER, *Executrix*."

At another day, to wit, at the rules held in the clerk's office of the court aforesaid, for the month of March, 1845, came the complainants aforesaid by their solicitor, and filed there the following bill of revivor against Eliza F. Gardner, the executrix of William C. Gardner, deceased.

Bill of revivor.

To the honorable the judges of the circuit court of Alexandria county, in the District of Columbia, in chancery sitting.

Humbly complaining, sheweth unto your honors, that heretofore, to wit, on the day of your orators, Joseph Smith and wife, late Ellen Mandeville, instituted their suit on the chancery side of this honorable court, against William C. Gardner, executor of Joseph Mandeville, deceased, and also against sundry other persons, legatees of the said Joseph Mandeville, the object of which suit was to recover of the said executor of said Mandeville a legacy left the said Ellen Mandeville, now Ellen Smith, and the wife of your orator, Joseph Smith, by the said Mandeville, in his last will and testament, amounting to $3,000 with interest thereon, and costs of suit. That the bill of your orators was duly filed in this honorable court, and such other proceedings in the said suit were had as to bring the same to a hearing at the October term, 1844, of this court, but for the death of the said William C. Gardner, executor as aforesaid, who departed this life on or about the 27th day of November, 1844; and to all which proceedings in said suit reference is here made for greater certainty and accuracy, and the same prayed to be taken and received as part of this bill of complaint. Your orator and oratrix aver, that the said William C. Gardner left a last will and testament, and that the same was duly proved and admitted to record in the Orphan's court of Alexandria county, in the District of Columbia; and that in said last will he, the said William C. Gardner, among other things, appointed Eliza Frances Gardner his sole executrix; and your orator and oratrix aver, that as executrix aforesaid she, the said Eliza Frances Gardner, qualified as such according to law, and took upon herself the burden of faithfully performing the duties of

executrix aforesaid, and gave bond for the faithful performance of the duties of executrix aforesaid; and at the same time, and before the said Orphan's court, she, the said Eliza Frances, also duly qualified, and gave bond with approved security, for the faithful performance of the duties of the office of executrix of William C. Gardner aforesaid, who was the executor of the said Joseph Mandeville, in regard to such portions of the personal estate of the said Joseph Mandeville, deceased, as have not been already administered by the said William C. Gardner, his aforesaid executor, according to the form and effect of the statute in such case made and provided, entitled "an act reducing into one the several acts concerning wills, the distribution of intestate's estates, and the duty of executors and administrators," passed the 13th December, 1792. And that the said Eliza Frances Gardner is the duly authorized executrix of the last will and testament of the said Joseph Mandeville, deceased, and fully authorized and empowered to execute the trusts and powers in said will given and contained.

Your orator and oratrix therefore prav your honors, that your orators' aforesaid suit may be revived against the said Eliza Frances Gardner, executrix aforesaid, and that she be made a defendant hereto, with apt words to charge her, [and that she may answer all and singular the matters and things contained in your orators' original and amended bills of complaint as though she were here specially interrogated thereunto;] and that such order and decree may now be made in the premises, respecting the aforesaid legacy of $3,000, with interest thereon, as to your honors shall seem just and proper; that the said suit, and the proceedings therein, which abated by the death of the said William C. Gardner, may stand and be revived against the said Eliza Frances Gardner, executrix as aforesaid, and be in the same plight and condition as the same were in at the time of the abatement thereof; and that your orator and oratrix may have the benefit thereof; and that the said defendant, Eliza Frances Gardner, may shew cause, if any she can, why the said suit and proceedings should not be so revived, and that the same may be revived accordingly.

May it please your honors to grant to your orator and oratrix the United States most gracious writ of subpœna, to the said Eliza Frances Gardner, executrix as aforesaid, directed, commanding her, &c., &c.; and, in duty bound, your orator and oratrix will ever pray, &c.

CHR. NEALE, *Sol'r for Complainants.*

At another day, to wit, at the rules held in the clerk's office aforesaid, for the month of April, 1845, came the defendant aforesaid, by her solicitor, W. G. Cazenove, esq., and filed the following answer:

Answer of Eliza F. Gardner, executrix.

The answer of Eliza F. Gardner, executrix of William C. Gardner, deceased, who was the executor of the last will and testament of Joseph Mandeville, deceased, to the bill of revivor filed against her by Joseph Smith and wife. This respondent, saving to herself all manner of exception to the many errors and imperfections of the said bill of revivor, for answer thereto, or to so much thereof as she is advised it is material she should

answer to, answers and says, that she believes it to be true that, at or about the time in the said bill stated, the said persons therein named exhibited their original and amended bills, and their bill of revivor heretofore filed in this honorable court, against the several parties therein named as defendants, and in said bills stating and praying to the effect in the said bill set forth, so far as the same is set forth; and that such several decrees, decretal orders, bill of revivor, and report of the master, and other proceedings, were had therein as in the said bill set forth; but, for her greater certainty, nevertheless, this respondent craves leave to refer to the said original and amended bills, bill of revivor, decree, report, and other proceedings, now remaining of record in this honorable court.

And this respondent further answering saith, that the said William C. Gardner, in the said bill of revivor named, hath lately departed this life, as therein charged; and that he duly made and published his last will and testament in writing, and thereby appointed this respondent sole executrix thereof; and that this respondent hath, since the death of the said William C. Gardner, duly proved his will in the Orphan's court of the District of Columbia for the county of Alexandria, and is thereby become his legal personal representative; and she has likewise given the requisite bond and security, and thereupon become the legal personal representative of the said Joseph Mandeville, the testator in the pleadings in this cause mentioned.

This respondent further says, that the report of Master Commissioner Green, filed at the October term of this honorable court, for the year 1844, exhibits a full, true, and accurate account of the whole personal estate of the said Joseph Mandeville, deceased, to the best of her knowledge and belief; that the sum of $76 67 cents, thereby reported in the hands of the said William C. Gardner, constituted the whole remaining balance of the personal estate of said Joseph Mandeville in his hands up to the time of his death; that no other assets of the said Joseph Mandeville have come to her hands, and she knows of none other which can ever be realized; and she craves leave to refer to the said account, as containing a full and accurate statement of the assets of the said Joseph Mandeville's personal estate, and of their disposition.

This respondent admits that there are no personal assets, after payment of the debts reported to be still due by said Joseph Mandeville's estate, as appearing on the commissioner's report aforesaid, which will be applicable to pay the several legacies in his will specified; that she is willing, under the decree, and order, and direction of your honorable court, to proceed to execute the power given in the said Joseph Mandeville's will to his executors to sell so much of his real estate as might be necessary to pay the several legacies therein given, in case of a deficiency of the personal estate, which power, by the renunciation of one executor and the death of the other, whose executrix she is, has devolved on her. She admits the several legacies to be unpaid, as they are reported in the said report of Master Commissioner Green, both as to principal and interest; and she is anxious that the said power should be executed,

and that by the decree of your honorable court a sale of so much of the real estate of the said Joseph Mandeville, deceased, as is charged with the payment of the said legacies, and as will be requisite fully to pay and discharge the same, may be ordered to be made, in case your honorable court shall consider the said legacies legally due and chargeable on the said real estate ; and that such decree may be made in the premises as will in this suit settle finally the claims of the several legatees, parties to the original suit, whether plaintiffs or defendants, so that this respondent may be exempted from the annoyance and expense and anxiety incident to a multiplicity of separate suits by the several legatees in the said will mentioned, and be at once relieved from the serious responsibility of this trust.

This respondent says that she is a stranger to the other matters and things in the said bill inquired after ; but she submits that the said suit and the proceedings therein should stand and be revived, and be in the same plight and condition as the same were at the death of the said William C. Gardner, and stand for hearing and decree against this respondent as such personal representative as aforesaid. This respondent denies all unlawful combination, and prays hence to be dismissed with her reasonable costs in this behalf sustained.

ELIZA F. GARDNER.
W. G. CAZENOVE, *Sol'r for Resp't.*

ALEXANDRIA COUNTY, *to wit:*

This day personally appeared, before the subscriber, a justice of the peace in and for the county aforesaid, Eliza F. Gardner, the respondent within mentioned, and made oath that the matters therein stated, as of her own knowledge, are true; and those stated as of her information and belief, she believes to be true.

Given under my hand and seal this 2d day of April, 1845.

JOHN GRUBB. [SEAL.]

At another day, to wit, at a court continued and held for the district and county aforesaid, the 16th day of May, 1845, came the defendant, John West, by his solicitor, and filed the following petition.

John West's petition.

To the circuit court of the District of Columbia, for the county of Alexandria, in chancery:

The petition of John West, one of the defendants in the above mentioned cause, now pending and undetermined in this court, humbly shews, that at the May term, 1844, of this court, it was among other things decreed and ordered by this court in the premises, that the said W. C. Gardner, executor, &c., do settle the account of his executorship of the estate of the said Joseph Mandeville, before Edward Green, who was appointed in and by said order commissioner to take said account; and that he exhibit to said commissioner a schedule of all the debts and legacies due from the said Joseph Mandeville's estate yet re-

maining unpaid, and a schedule of all debts due to the said estate, &c., &c.; and that said commissioner do ascertain the real estate whereof the said Mandeville died seized, &c., &c.; and that said commissioner do report, &c., &c.; all which more particularly and at large appears by reference to the said decretal order, to which, and to all and singular the other proceedings in said suit, your petitioner prays that reference may be had, as part and parcel of this his petition, and of which he prays that this his petition may be taken as part and parcel; that the said William C. Gardner, in pursuance, or supposed pursuance, of said decretal order, did, in his lifetime, render and exhibit certain accounts and schedules before the said commissioner as and for such accounts and schedules as he was required by the said order to render and exhibit, and among other things a schedule of legacies, and among other legacies a legacy of 1,350 dollars to Mary Mandeville, and a legacy of 1,500 to Julia Mandeville; that the amount of the said legacy, so stated as due to said Mary Mandeville, is in fact the balance of the legacy of $1,500 left her by the testator, after deducting 150 dollars paid her on account of said legacy by said W. C. Gardner, and charged by him in his official account against the estate of his said testator; that the said commissioner has filed his report (to wit, on the 7th Sept., 1844,) in pursuance, or supposed pursuance, of said decretal order in each of said suits, with sundry accounts, statements, and schedules, thereto annexed, and to which your petitioner has filed exceptions, now standing for argument; to all which proceedings your petitioner in like manner refers, &c., &c.; that the said commissioner, in his said report, has stated and reported, among other things, the said legacies, to the several amounts aforesaid, as yet due and owing to said Mary and Julia Mandeville. Now, your petitioner further shews and avers, that the estate of said Mandeville was, at the time of the said accounting, and of the said report, and yet is, entitled to a further set-off against the said legacies, which the said Gardner wholly omitted to claim, or mention in any of the accounts, statements, or schedules, laid by him before the said commissioner, and which the said commissioner has likewise wholly omitted to notice in his said report, or in any of the statements or accounts accompanying the same; that said set-off arose as follows, that is to say, that the said Mary and Julia Mandeville, who have for many years lived and kept house together, have, ever since the death of said Mandeville, had the joint use and occupation, and yet continue in the joint use and occupation, of a certain lot of ground and garden on Royal street, in Alexandria, part and parcel of the real estate whereof the said Mandeville died seized, and which the legatees are seeking to make subject to the payment of their respective lagacies in these suits; that the said lot and garden is of considerable value, and the yearly produce and profits thereof considerable, not less, as your petitioner is well informed and believes, than a rent of $25 per year; and for the rents and profits of which lot and garden the said Mary and Julia Mandeville, since the death of said Joseph Mandeville, that is, for the term of eight years ending in July next, are justly accountable and ought of right,

and in justice and equity, to have been charged by way of set-off against their said legacies. Wherefore, your petitioner prays that the account of said legacies, &c., &c., be referred back to the said commissioner, with directions to take an account of the yearly rents and profits of the said lot and garden, &c., &c

JOHN WEST,
F. L. SMITH,
Solicitor for J. West.

The foregoing petition was sworn to in open court by the above named petitioner, Jno. West, this 16th day of May, 1845.

W. C. YEATON, *D. C. C.*

And the said John West, on the aforesaid 16th day of May, tendered to the court the following exceptions:

Defendant West's 2d exceptions.

The defendant John West, by his counsel, further excepts to the following items in the said commissioner's report allowed as charges against the estate of Joseph Mandeville, deceased, and credits to William C. Gardner, deceased, his executor, in the executorial account filed in this cause, to wit, $\$316\frac{17}{100}$, and $\$920\frac{26}{100}$, on account of a judgment in favor of Samuel Bartle against the estate of the said Joseph Mandeville, deceased; also the sum of $\$25\frac{25}{100}$ allowed as having been paid by said executor to the Alexandria Gazette office for advertising, and the sum of $6, as having been paid by said executor to Peter Brenner; also the sum of $\$842\frac{90}{100}$, as having been paid by said executor to Sarah A. Hill, a specific legacy of slaves, furniture, &c., as appraised.

FRANCIS L. SMITH,
Solicitor for defendant.

And at a court continued and held for the district and county aforesaid, the 17th day of May, 1845, the defendants, Mary and Julia Mandeville, filed the following affidavits, &c., to the petition of John West, and the following exception was tendered by the complainant and defendants, legatees, to the acceptance of the exceptions filed by the defendant West on the day aforesaid.

Mary Mandeville's affidavit.

ALEXANDRIA COUNTY, *sct:*

This day personally appeared, before the subscriber, a justice of the peace in and for the county aforesaid, Mary Mandeville, and made oath in due form of law, that she and her sister Julia Mandeville, nieces and legatees of the late Joseph Mandeville, are now and have been, continuously since the death of his wife, which occurred, affiant thinks, about the year 1815, in the full and exclusive occupation and enjoyment of the lot of ground used as a garden, situated between their house and the house of their late uncle, now occupied by John West, claiming title thereto in pursuance of a gift from their late uncle, in the undisturbed receipt of the rents and profits; and their said uncle never claiming right to said lot of ground, and that at his death he was out of

possession thereof, and has been so since the time aforesaid, and always acknowledged their right to the same, and the said lot is the only piece of ground which they hold, which ever appertained to the said Joseph Mandeville.

MARY MANDEVILLE.

Sworn before the subscriber the 17th day of May, 1845.

JOS. EACHES, *J. P.*

The affidavits of Bernard Hooe, George Drinker, and George Duffey, filed on this day, and following the foregoing affidavit of Mary Mandeville, will be found on pages 211, 212, 213 of this record.

Bill in chancery filed by def'ts, Mary and Julia Mandeville.

The following bill was at the same time filed by the said defendants Mary and Julia Mandeville, to be read as evidence in connection with the aforegoing affidavits, filed by them against the petition of the aforesaid Jno. West.

To the judges of the circuit court of the United States for the District of Columbia, sitting in the county of Alexandria. John West, of the town of Alexandria, in the District of Columbia, brings this his bill against William C. Gardner, Catharine Dalton, Henry T. Wilbar, William King, Samuel N. Chipley, Charles Morris, Margaret Payne, Bartholomew Delphy, George Blish, George Seaton, Robert G. Violett, John Bontz, Daniel Cawood, John Butcher, Alexander Lammond, Ophelia Guyton, John Hasson, William Mershon, James Stoops, Justus Robbins, George P. Wise, William Trammell, Samuel B. Larmour, senr., Robert M. Larmour, Joseph M. Larmour, Samuel B. Larmour, junr., William Larmour, Mary Mandeville, Julia Mandeville, all of the town of Alexandria, in the District of Columbia, John M. Houston and Mary, his wife, citizens of the State of Pennsylvania, James Mandeville, a citizen of Logan county, in the State of Virginia, Ann M. Carlisle, widow of Christopher Carlisle, deceased, a citizen of Washington city, in the district of Columbia, Sabrett E. Scott and Maria Scott, his wife, citizens of Georgetown, in the District of Columbia, all of whom are made defendants to this bill.

And thereupon your orator complains and says, that on the 25th day of July, 1837, Joseph Mandeville, formerly of the said town of Alexandria, departed this life, leaving the following heirs at law: James Mandeville, Mary Mandeville, and Julia Mandeville, children of John Mandeville, deceased, the brother of said testator, and Ann M. Carlisle, formerly Mandeville, widow of Christopher Carlisle, deceased, Maria Scott, wife of Sabrett E. Scott, and Samuel B. Larmour, who intermarried with Susan Mandeville, deceased, and their children Robert M. Larmour, Joseph M. Larmour, John M. Houston and Mary, his wife, formerly Mary Larmour, Samuel B. Larmour, junr., and William Larmour; the said Ann M. Carlisle, Maria Scott, and Susan Mandeville, deceased, being children of Jonathan Mandeville, deceased, who was also a brother of the testator.

Your orator charges that the said Joseph Mandeville died seized of

the following large real estate in the town and county of Alexandria: one brick house on King near Henry street; two brick houses at corner of Cameron and Pitt streets; one house, part brick and part frame, on Pitt near Princess street; two houses, part brick and part frame, on Fairfax between Queen and Princess streets; one frame house on Prince street near Pitt; one lot on Duke street near Fairfax; one lot corner of Duke and Fairfax streets; one lot on Water street, north of King; one water lot, known as lot No. 1, in the plot of Alexandria, north of Oronoco street; one ten acre lot near town, on the west side of the Washington road; one lot on Union Street, between Cameron and Queen streets, running to the river Potomac, with a frame warehouse and a wharf on it; one lot on Franklin, east of Water street; one large brick store at lower end of King street; one frame store and dwelling corner King and Fairfax streets; one store next door on King street, frame; one large frame soap and candle factory on Water near King street, with its fixtures, and a wooden warehouse on the alley adjoining; one old brewhouse lot adjoining the above factory on Water street and Wale's alley; one lot or half square on Pitt, Wythe, and St. Asaph streets; one lot or half square on Wythe, Washington, and St. Asaph streets; one twenty-five acre lot on the Washington road near Alexandria; one large brick house at corner of King and Henry streets; *one brick house on Royal street;* one lot on Pitt and Queen streets, with a small frame house; one frame dwelling on Fairfax near King street.

That, on the 3d day of June, 1837, the said Joseph Mandeville duly made and published his last will and testament, to which, on the 11th day of July, 1837, in the same year, he added a codicil; both of which have been duly admitted to probate in the orphan's court of Alexandria county; a certified copy of which is herewith filed as an exhibit, marked A. That Robert I. Taylor, one of the executors appointed by said will, renounced the executorship, and that the other executor, William C. Gardner, took on himself the burden of administering the estate of the said testator, and obtained letters testamentary thereon from the orphan's court of Alexandria county. That the said William C. Gardner, executor aforesaid, erroneously pretending and assuming, under color of his office of executor, the right and authority to enter upon and receive the rents and profits *of all the real estate left* by the said Joseph Mandeville in the said town and county of Alexandria, did, *immediately on the death of said testator*, enter upon all such real estate, and has ever since, under color of his said office, collected and received the rents and profits from the tenants to whom he had demised. Your orator charges, that the following persons are the present tenants in possession of said real estate: Catharine Dalton, Henry T. Wilbar, William King, Samuel N. Chipley, Margaret Payne, Bartholemew Delphy, George Blish, George Seaton, Robert G. Violett, John Bontz, Daniel Cawood, John Butcher, Alexander Lammond, Ophelia Guyton, John Hasson, William Mershon, James Stoops, Justus Robbins, George P. Wise, William Trammell, and Charles Morris.

He further charges, that the said William C. Gardner, executor as

aforesaid, still pursuing the same erroneous notions of the duties and authority of his office, has accounted for such rents and profits, collected as aforesaid, at the Orphan's court of Alexandria county, and has had pretended credits and settlements there allowed under the pretended authority of that court; to all which actings and doings reference is hereto made. Your orator, unwittingly participating in such erroneous conception (a sort of popular error, as he finds,) of an executor's duty and authority, took no active means to prevent the exercise of such authority, until recently advised by counsel learned in the law, that the said William C. Gardner, as such executor, had no authority whatever to intermeddle with such real estate, or the rents and profits thereof accruing after said testator's death, and that the exclusive right and title to the same immediately vested in your orator by force of the said residuary devise to him in the said last will and testament of said Joseph Mandeville.

Your orator further charges, that the said William C. Gardner also pretended that the said real estate, and the said rents and profits, were to be held by him subject to the debts contracted by Daniel Cawood, (the surviving copartner of said Joseph Mandeville,) after the said testator's death, in prosecuting the business of Daniel Cawood & Company, under a pretended construction of the will, directing a continuance of that business after the said testator's death. That numerous suits were brought for the recovery of such said debts contracted by Daniel Cawood, under the name of Daniel Cawood & Co., in which the following persons and copartnerships were complainants, to wit: Nathaniel Burwell, Hupp & Machir, Thomas G. Reyburn, Hitchcock & Co., William Fowle & Son, Myers & Son, Fell & Brother, Selman & Crook, Jacob Miller, Crawford & McKim, A. C. Cazenove & Co., Massie & Wheeler, and C. H. & A. H. Ladd; to which said suits, and the proceedings therein had, reference is hereto made. That in these suits the parties contended, (though not expressly so claiming in their bills,) that decrees might be had condemning the said real estate, with the rents and profits, to the satisfaction of such debts; and the said William C. Gardner (who was himself a member of the house of A. C. Cazenove & Co., one of the creditors of the said firm of Daniel Cawood & Co., on account of debts so contracted after said testator's death, and a party in interest, if not in name, to one of said suits,) submitted, as executor, the validity of such claims to the judgment of the court without taking any defence upon grounds afterwards taken, and maintained with success, by your orator, when admitted, by the order of this court, to defend the said suits. The said creditors in the aforesaid suits had actually prepared, and would, without any opposition from the said William C. Gardner, have obtained decrees for the sale of the said real estate, but for the interposition of your orator in the manner appearing on the face of the proceedings in said suits.

That your orator, alike ignorant of the law of the case, and not fully advised of the true nature of his claims as residuary devisee, was, for a long time, apprehensive of the successful prosecution of such suits

to the end of such recovery, which was an additional motive with him, under the influence of such errors and mistakes as aforesaid, to forbear active measures for the due assertion of his rights, errors, and mistakes into which he was mainly led by the conduct of William C. Gardner, executor as aforesaid, and your orator's confidence in his intelligence and knowledge of business. Your orator charges, that by a fair and legal construction of the will of the said Joseph Mandeville, deceased, all his estate, real and personal, passed to, and absolutely vested in, your orator, at the death of said testator, subject to the specific devises and charged only with the legacies in said will mentioned. That, among other property, the real estate aforesaid vested directly in your orator at the death of said testator, by virtue of the residuary clause in said will, which, as your orator is advised, gives to him the entire estate of said testator, subject *only* to the devises and legacies aforesaid.

That the will of said testator devises his *entire* estate, and constitutes your orator the residuary devisee thereof, whereby the aforesaid real estate, with other property, charged only as aforesaid, vested in your orator immediately on the death of the said testator, from which period he claims to have been entitled to the possession, and, as a necessary legal incident, without a devise to the contrary, to the rents and profits thereof. That he has been delayed and prevented in demanding the possession of the said real estate in Alexandria by the conduct of said Gardner, and for the other reasons aforesaid.

Your orator charges, that he is entitled, as the said residuary devisee under the will of said testator, to all the intermediate rents and profits of said real estate which have accrued and been received since the death of said testator.

That the legal title to said real estate, vesting in him in manner aforesaid, carries with it the right to all the mesne rents and profits thereof accruing, until the sale of said real estate may be rendered necessary for the purpose of paying said legacies, which can only take place, under said will, in the event that the personal property of the testator should be insufficient for that purpose.

He charges, that the said William C. Gardner, as executor aforesaid, under the will of the said testator, has a *mere naked power* in case the personal estate prove insufficient to pay the legacies, and the *legacies only*, to sell so much of the real estate as may be necessary to make up the deficiency. That his whole authority over the said real estate is strictly limited to a *power to sell* when the said contingency happens. That, in the mean time, he has no authority over the possession, or rents and profits, of the said real estate, and no authority to collect the rents and profits, or give any legal discharge for the same, or in any manner to interfere therewith, until the execution of the said mere *power* to *sell* by said executor becomes necessary.

Your orator charges that the said William C. Gardner has received, and has now in his hands, a large sum of money, (the exact amount whereof your orator is unable to state,) collected and received by him, from the rents and profits of the said real property, belonging to the es-

tate of the said Joseph Mandeville, deceased; and that the said Gardner has given no security for the payment and final forthcoming of said money; your orator is advised that as the said Gardner entered upon the said real estate, and collected said rents and profits, as a mere volunteer, and had no right or authority so to act, by virtue of his said office as executor, and as the said rents and profits are not testamental in their character, that the official bond of said Gardner affords no protection to the party entitled to said rents and profits.

Your orator is informed that the aforesaid heirs at law have set up some pretended claim to the said rents and profits, thus received and collected as aforesaid, but upon what grounds they base their pretensions, your orator has been unable to ascertain. There is surely nothing in the will of the testator which justifies the conclusion, in the most remote manner, that it was his intention to give said heirs at law any such intermediate rents and profits; but, on the contrary, that they follow and attach to the right of possession and property in said real estate, and justly belong to your orator as the residuary devisee under the said will.

Your orator further charges, that in order to avoid the delay and expense consequent upon litigation, prior to the institution of this suit, he formerly demanded of the said Gardner possession of the said real estate, and the payment of the aforesaid rents and profits, a copy of which said written demand is herewith filed, marked B; yet the said Gardner has failed to comply with the requisitions thereof.

To the end, therefore, that the said defendants may, if they can, show why your orator should not have the relief hereby prayed, and may upon their several and respective corporal oaths, and according to the best and utmost of their several and respective knowledge, remembrance, information, and belief, full, true, direct, and perfect answer make to such several interrogatories, herewith numbered and set forth, as by the note here underwritten they are respectfully required to answer; that is to say, that the said William C. Gardner answer and say:

1st. Whether he did not enter upon, and take possession of, the real estate of which Joseph Mandeville died seized, in the town and county of Alexandria, and by what right and authority he did the same.

2d. Whether he has not rented out the same, ever since said Mandeville's death, and does not still continue to retain possession thereof, and rent out the same.

3d. What amount of rents and profits said Gardner has received or collected, from the tenants occupying any real estate owned by said Mandeville, at the time of his death, either individually or in conjunction with any other person, or from tenants occupying any real property belonging to his estate which may have been purchased since his death.

4th. That he further answer and say, why he refuses to deliver possession of said real estate to your orator, and pay over to him the amount of the rents and profits which he has received from said real estate, since the death of the said Joseph Mandeville.

And that the said heirs at law of the said testator answer and say:

1st. What claim, right, or title, either at law or in equity, they have to the rents and profits of the real estate in Alexandria, of which the said Joseph Mandeville died seized, or which has been purchased since his death.

And lastly, that the aforesaid tenants answer and say:

1st. For what length of time each and every of them have rented the tenement now in their possession, and the amount which each and every of them have paid for the rent of said tenement to the said William C. Gardner, or his agent.

Your orator prays, that by an interlocutory decree the said William C. Gardner may be compelled to appear before a master commissioner of this honorable court, and set forth a full, true, and perfect statement of all the rents and profits received and collected by him in manner aforesaid from the real estate of the said Joseph Mandeville, deceased, and that the said commissioner be directed to report the same, with legal interest thereon from the time of such collections by said Gardner. Your orator prays that your honors will decree that possession of the aforesaid real estate *by* delivered to him, and the amount of said rents and profits be paid over to him, as the person rightly entitled to the same under the will of the said Mandeville.

Your orator prays that a receiver may be appointed, who, after executing bond with good security, may be directed to collect the rents and profits of the before described real estate until otherwise ordered, and that the tenants occupying said real estate, be decreed to pay rent to the said receiver, until the possession of the same be awarded to the person rightfully entitled to the same. Your orator further prays for such other, further, and general relief, as may seem just and right in the premises, and further prays that the United States most gracious writ of subpœna may be awarded against William C. Gardner, Catharine Dalton, Henry T. Wilbar, William King, Samuel N. Chipley, Charles Morris, Margaret Payne, Bartholemew Delphy, George Blish, George Seaton, Robert G. Violett, John Bontz, Daniel Cawood, John Butcher, Alexander Lammond, Ophelia Guyton, John Hasson, William Mershon, James Stoops, Justus Robbins, George P. Wise, William Trammell, Samuel B. Larmour, sen., Robert M. Larmour, Joseph M. Larmour, Samuel B. Larmour, jun., an infant under twenty-one years of age, William Larmour, also an infant under twenty-one years of age, Mary Mandeville, Julia Mandeville, Ann M. Carlisle, widow of Christopher Carlisle, deceased, and Sabrett E. Scott and Maria, his wife, all of whom are citizens of the District of Columbia.

Your orator prays that against James Mandeville, a citizen of Virginia, and John M. Houston and Mary, his wife, citizens of Pennsylvania, the United States most gracious writ of subpœna may be awarded, should they come within the jurisdiction of this honorable court, or otherwise the necessary orders of publication against them as non-resident defendants.

Your orator lastly prays a decree for his costs in this behalf expended, and will forever pray, &c., &c.

JONES & SMITH, *Sol'rs for Compl'ts.*

Note.

The defendant, William C. Gardner, is required to answer the interrogatories numbered 1, 2, 3, and 4, that is to say—

First. Whether he did not enter upon and take possession of the real estate of which Joseph Mandeville died seized in the town and county of Alexandria, and by what right and authority he did the same?

Second. Whether he has not rented out the same ever since said Mandeville's death, and does not still continue to retain possession thereof, and rent out the same?

Third. What amount of rents and profits said Gardner has received from or collected from the tenants occupying any real estate owned by said Mandeville at the time of his death, either individually or in conjunction with any other person, or from tenants occupying any real property belonging to his estate which may have been purchased since his death?

Fourth. That he further answer and say, why he refuses to deliver possession of said real estate to your orator, and to pay over to him the amount of the rents and profits which he has received from said real estate since the death of the said Joseph Mandeville.

The defendants, James Mandeville, Mary Mandeville, Julia Mandeville, Ann M. Carlisle, Sabrett E. Scott and Maria, his wife, Samuel B. Larmour, sen'r, Robert M. Larmour, Joseph M. Larmour, John M. Houston and Mary, his wife, Samuel B. Larmour, jun'r, and William Larmour, are required to answer the interrogatory number 1, that is to say: What claim, right, or title, either at law or in equity, they have to the rents and profits of the real estate in the town and county [of] Alexandria of which the said Joseph Mandeville died seized, or which has been purchased since his death?

The defendants, Catharine Dalton, Henry T. Wilbar, William King, Samuel N. Chipley, Charles Morris, Margaret Payne, Bartholomew Delphy, George Blish, George Seaton, Robert G. Violett, John Bontz, Daniel Cawood, John Butcher, Alexander Lammond, Ophelia Guyton, John Hasson, William Mershon, James Stoops, Justus Robbins, George P. Wise, and William Trammell, are required to answer the interrogatory number 1, that is to say: For what length of time each and every of them have rented the tenement now in their possession, and the amount which each and every of them have paid for the rent of said tenement to the said William C. Gardner, or his agent?

Mary and Julia Mandeville's exception.

Mary and Julia Mandeville's exception filed on the day aforesaid against the petition of John West.

The defendants, Mary and Julia Mandeville, object to the petition of the defendant, John West, to review the master's report for the causes

therein stated, the report not having been excepted to on that ground, and the defendant West's claim not appearing to have been urged before the commissioner, and the report shewing all the real estate of Joseph Mandeville, omitting the lot specified in the petition, and no exceptions having been filed thereto.

And on the said 17th day of May, 1845, the complainant and defendants, legatees, tendered the following exception:

Complainants and defendants, legatees, exception.

The complainants and defendants, legatees, and executrix, &c., object to the acceptance of the several exceptions tendered to the court by John West on the day of , 1845, because no reason is shewn why they were not filed in proper time.

CHR. NEALE, } *For Legatees, &c.*
H. W. DAVIS, }

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 9th day of June, 1845, the defendant John West filed the following affidavits:

John West's affidavit.

John West makes oath that he had no notice or suspicion whatever, before the filing of Mary Mandeville's affidavit on the 17th ult., that she and her sister Julia, or either of them, had any claim whatever to hold the lot, or part of a lot, therein mentioned, otherwise than by mere occupation at the sufferance of Joseph Mandeville; and he has the best reason to believe, and verily does think and believe, that they did not, nor did either of them, ever hold or claim to hold said lot otherwise as occupants at sufferance as aforesaid, during the life of the said Joseph Mandeville, and that conclusive evidence of the fact may be obtained, and can be produced; that in further contradiction of said affidavit, he now produces a file of the Alexandria Gazette, of the 28th September, 1820, containing the obituary notice of the death of Mrs. Lydia C. Mandeville, wife of the said Joseph Mandeville, on the 23d of the same month. Also, the affidavit of Norman M. Kerr, that her death is recorded in the inscription on her tombstone, as of the same date. This affiant also produces, in contradiction of the gift of the said lot, pretended in said affidavit, the original deed hereto annexed, [the body of the same being in the proper handwriting of said Mandeville,] by which Samuel B. Larmour, to whom said Mandeville had some time before conveyed said lot, with all or the greater portion of his real estate in Alexandria, for some purpose not precisely known, re-conveyed with his wife to the said Mandeville, on the 11th of March, 1830, all the said real estate, amongst which the property including the said lot is described as "one other lot of ground, with a brick and a frame tenement thereon, and bounded as follows," &c., in which bounds the lot in question is included, and excepting from said lot a certain specified portion of said lot occupied by John Mandeville's heirs; in which excepted portion the lot or part of a lot in question, and pretended in said affidavit to

have been given by said Joseph Mandeville to said Mary and Julia, is in no sort included, but is absolutely excluded therefrom; and this affiant submits how hard and disadvantageous to him it must be, to decree a sale indefinitely of the real estate reported by the commissioner, without first clearing up the difficulties likely to arise from the now suddenly got up pretence of an adverse possession on the part of one or two of the very legatees claiming under said Joseph Mandeville's will, and who are seeking in this proceeding to have such real estate sold for payment of such legacies.

Sworn to by John West in open court, this 9th day of June, 1845.
W. C. YEATON, *D. C. C.*

The deed referred to in the foregoing affidavit cannot be found among the papers.

Norman Kerr's affidavit will be found on page 210 of this record.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 18th day of October, 1845, the defendants, Mary and Julia Mandeville, filed the following affidavit:

Mary Mandeville's affidavit.

This day personally appeared before the subscriber, a justice of the peace in and for the county of Alexandria, Mary Mandeville, and made oath in due form of law that there is no matter in dispute between herself and her sister Julia Mandeville and the petitioner, John West, except the lot of ground annexed to their house and used as a garden, belonging to it, which is the lot mentioned in his petition, and a sum of $200, which said West claims for rent of said garden, and the legacies in this suit; and that said West has brought a suit at common law before your honorable court for said $200, and that it is the only sum of money in dispute between them, except the legacies claimed in this suit.

Sworn to before the subscriber, this 18th of October, 1845.
JOS. EACHES, *J. P.*

Writ, with the endorsements thereon, accompanying the aforegoing affidavit.

DISTRICT OF COLUMBIA, to wit:

The United States of America, to the marshal of the District of Columbia, greeting:
[L. S.]

We command you, that you take Mary Mandeville and Julia Mandeville, if they be found within the county of Alexandria, in your said district, and them safely keep, so that you have their bodies before the honorable the judges of the United States circuit court of the District of Columbia for the county of Alexandria, at the court-house in the town of Alexandria, at the next court, to answer John West of a plea of trespass on the case, damage $200, and have then there this writ.

Witness the honorable William Cranch, chief judge of the said court, this 2d day of October, 1845.

CASSIUS F. LEE, *C. C.*

[Endorsed.]

"Action of assumpsit for use and occupation. No bail required."

"Executed." "D. MINOR. *D. M.*

Cause set for hearing on bills, answers, replications, depositions, exhibits, commissioner's report, and exceptions.

And on the same day, to wit, at a court continued and held for the district and county aforesaid, the 18th day of October, 1845, came the parties aforesaid by their solicitors, and this cause is set for hearing on bills, answers, replications, depositions, exhibits, commissioner's report, and exceptions thereto, and on hearing cause submitted.

John West appointed receiver of the debts due to D. Cawood & Co.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 20th day of May, 1846, came the parties aforesaid by their solicitors, and on motion of John West, by his solicitors, it is ordered, that the said John West be and he is hereby appointed receiver of the debts due to Daniel Cawood & Co., which said firm was composed of Daniel Cawood and Joseph Mandeville, deceased, and make report of his accounts from time to time as he may be required by the court.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 1st day of June, 1846, came the parties aforesaid by their solicitors, and the following order was made in this cause.

3d decree referring all matters of account, &c., heretofore referred to commissioner, back to the said commissioner to make further report, &c.

That all the matters of audit and account, heretofore referred to Commissioner Green in and by the decretal order of this court at May term, 1844, be referred back to the said commissioner for a more special report on the several matters referred to him by the said decree. That the said commissioner give due notice to the parties to the cause, and general notice by public advertisement to all legatees and devisees claiming under the will of said Joseph Mandeville, and to all creditors having claims in his estate, to appear before him on some certain day, not less than thirty days from the time of such notice, to make known their several claims and pretensions to the said estate. That in auditing and reporting any debt or debts claimed or to be claimed as now due and owing from the estate of said Joseph Mandeville, on account of debts claimed as due from him at the time of his death, the said commissioner do specially state by whom, in whose name, by what authority, and upon what voucher, or other evidence, such debt is claimed; and in as-

certaining the real estate whereof the said Joseph Mandeville died seized, and where it is situate, he give a particular local description of each piece and parcel of such real estate, as to boundaries, improvements, &c., &c., and the value of each piece and parcel; that the master ascertain and report to the court so much and such portions of the real estate of the testator as will be sufficient to pay the debts and legacies herein before directed to be ascertained and reported, and which will be required to be sold for that purpose; and that, in making the selection, he choose such of the real estate as may be unincumbered, and may be held by said defendant West by a clear title, in preference to such as may be held by a disputed title; and that in all the matters referred to him in and by the said former order, or in and by this present order, he report such special statements and evidence as either party may require, and as may be requisite fully to illustrate and show to this court any matter of controversy, and the merits of any matter in controversy, between the parties in relation to the matters so referred to said commissioner; and that the master state also his own view and opinion, and that all objections by way of exceptions shall be made and filed by the said parties, before the said master, before the said report is returned as aforesaid, and that he make his report on or by the first day of the next term of this court; which said exceptions shall be set for hearing and heard at the said next term; and that he state the interest on the said legacies from the end of twelve months from the death of the testator.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 5th day of October, 1846, Master Commissioner Green filed the following reports and exceptions.

Commissioner's 2d report.

Commissioner's office, Alexandria, 17th July, 1846.

SIR: The commissioner, to whom was referred all the matters of audit and account, touching the affairs of Joseph Mandeville, deceased, gives notice that he will be prepared to proceed in the adjustment of said matters of audit and account on and after the 17th day of August next, at his office, at the corner of King and Union streets, in the town of Alexandria, from day to day, after the hour of 3 o'clock in the afternoon.

EDWARD GREEN, *Commissioner*.

To H. W. Davis, esq., attorney for Julia and Mary Mandeville, and Sabret E. Scott and wife, legatees.

To John West, esq.

To Christopher Neale, esq., attorney for Smith and wife, Ann Hill, Rebecca Hill, and Jemima Ross, legatees; and for W. R. & C. Hitchcock, Sellman & Crook, and B. Waters and others, trustees of the Bank of Alexandria, creditors.

Advertisement.

Notice is hereby given to all legatees and devisees, claiming under the will of the late Joseph Mandeville, deceased, and to all creditors having

claims on his estate, that they personally, or by attorney, appear before the undersigned commissioner, on or about the 1st day of August next, at his office at the corner of King and Union streets, Alexandria, to make known their several claims and pretensions to the said estate.

EDWARD GREEN, *Com'r.*

J'y 1—eod2m.

Commissioner's office, 28 *Sept'r*, 1846.

To the honorable the Judges of the United States circuit court of the District of Columbia, sitting in chancery, in Alexandria.

The undersigned commissioner, to whom was referred back by your decretal order in this cause, of May term, 1846, all matters of audit and account heretofore referred to him, for a more special report on the several matters therein contained, begs leave to state:

That your commissioner did, as required, give due notice, in writing, to all resident parties, and to the counsel of those non-resident, and general notice by public advertisement, for thirty days continuously, in the Alexandria Gazette, to all legatees, devisees, and creditors, claiming under the will of the late Joseph Mandeville, deceased, copies of which are hereto appended.

That your commissioner proceeded to ascertain of what real estate the said Joseph Mandeville died seized, and has, with care and diligence examined each piece and parcel thereof; and herewith returns an account of the same, marked A, wherein is inserted the location, boundaries, improvements, and an abstract of the title of said property; and with the aid of competent judges has placed in the said account, against each piece or parcel, the estimated cash value at the present time of the same, which valuation amounts to the sum of $30,530 00.

Your commissioner, in compliance with the requirements of said decretal order, has from the stated account of the real estate, of which the said Joseph Mandeville died seized, selected for sale the several pieces and parcels set forth in the paper herewith returned, marked B, and which he believes will be sufficient, if sold, to pay the debts and legacies, with the interest thereon, ascertained to be due from the estate of the said Joseph Mandeville, deceased.

Your commissioner also reports to your honors the amount of legacies and devises under the will of the said Joseph Mandeville, deceased, with the interest on the money legacies, calculated from one year after the decease of the said Joseph Mandeville, as per schedule herewith returned, marked C; and the same prayed to be taken and received as part and parcel of this report.

Your commissioner further reports, that a paper marked D, and herewith returned, was handed him by Christopher Neale, esq., as attorney for the creditors, whose names are mentioned therein; that the only evidence to sustain the claim of Benjamin Waters, and others, trustees of the Bank of Alexandria, is the paper herewith submitted, marked E; your commissioner has reason to believe that the said debt is due and unpaid, but deeming the said paper insufficient evidence to authorize

him to report the same, he herewith submits said evidence to your honors to decide, whether the same be sufficient or not to establish the amount of indebtedness mentioned in said paper against the estate of the said Joseph Mandeville, deceased; and if said evidence be sufficient, then your commissioner reports that said debt is due; and, if insufficient, then your commissioner reports against said indebtedness.

The only evidence to establish the claim of Sellman & Crook, laid before your commissioner, is the paper herewith submitted, marked F, which your commissioner, regarding as wholly insufficient to establish a debt against the estate of Joseph Mandeville, deceased, he reports against the same.

Your commissioner further reports, that to establish the debt claimed to be due to W. R. & C. Hitchcock, there has been submitted to him various papers, purporting to be certain promissory notes of Daniel Cawood & Co., letters of Joseph Mandeville, Daniel Cawood & Co., W. R. & C. Hitchcock, and an account current between Daniel Cawood & Co. and said Hitchcocks, which are connected with some depositions filed on the common law side of your honorable court, taken to be read in a suit depending between said Hitchcocks, as plaintiffs, and Daniel Cawood, as surviving partner of Daniel Cawood & Co., defendant; these papers were only *exhibited* in proof of said claim, and immediately withdrawn, so that your commissioner is unable to return them with this report, and is only enabled, from the short time they were in his possession, to give a general statement of their character; conceiving, however, that they afforded no legal evidence to justify him in reporting the said debt, as claimed to be due from the estate of the said Joseph Mandeville; your commissioner hereby reports against said debt on the evidence submitted against him.

Your commissioner had thus far proceeded with his report up to the 28th September, 1846, and left the same unfinished, at the request of H. W. Davis, one of the counsel in the cause, to enable him to procure certain vouchers for the settlement of Mrs. Gardner's account, as administratrix de bonis non, with the will annexed, of the said Joseph Mandeville, deceased. On this day, the 2nd of October, 1846, Christopher Neale, esq., attorney for W. R. & C. Hitchcock, exhibited before your commissioner the original papers in a suit at law, in the name of said Hitchcocks, against Daniel Cawood & Co., and also filed a certified copy of said papers, herewith returned, marked G and paper X; the said papers being insufficient to satisfy your commissioner of any subsisting liability on account of said claim, he reports against the same, but in favor of it against D. Cawood & Co.

At the same time the said Christopher Neale exhibited before your commissioner the account of Sellman & Crook, against the firm of Daniel Cawood & Co., for $194 62, with interest thereon, from the 15th of May, 1837, till paid, claiming to be for 432½ bushels of Turk's Island salt, as having been sold and delivered Daniel Cawood & Co., as per their receipt, dated the 9th of May, 1837; which said receipt was also exhibited to your commissioner, and proven by the oath of said Neale

to be wholly in the handwriting of said Daniel Cawood, who also proved that on the 9th of May, 1837, the said Daniel Cawood and the late Joseph Mandeville were copartners in trade, trading under the firm of Daniel Cawood & Co., and that Joseph Mandeville, now deceased, was then alive and doing business with the said Daniel Cawood, in the manner as already stated; said Neale also exhibited the original papers, in a suit at law in your honorable court, for the said claims, against Daniel Cawood, surviving partner; from which it appears, that at the October term, 1845, of said court, the said cause was tried, and that the jury returned a verdict in favor of the said Sellman & Crook, for $194 62, the value of the said salt, with interest thereon, from 15th May, 1837, till paid, and upon which an execution issued, and was returned by the marshal, no property found to levy upon.

Signed, D. MINOR, *D. M.*

The said papers referred to in connexion with this claim were withdrawn by said Neale; your commissioner, as above stated, not being satisfied that it is an existing debt against the estate of said Joseph Mandeville, deceased, reports against this claim, but in favor of it against Daniel Cawood & Co.

In reference to the debt of Benjamin Waters, and others, trustees of the Bank of Alexandria above named, the said Neale, on the date last mentioned, exhibited before your commissioner the note of the said Joseph Mandeville, deceased, a copy of which is herewith filed, marked H; and the said Neale made oath before your commissioner, in due form of law, that said note was wholly in the handwriting of said Joseph Mandeville, deceased, and with whose handwriting he the said Neale was familiar, having often seen the said Mandeville write. He also exhibited the original papers in the suit at law in your honorable court, on this note, against William C. Gardner, as the executor of said Mandeville, deceased; and the verdict of the jury at the May term, 1844, for $600, with interest thereon, from the 11th November, 1835, till paid, on which an execution issued on the 4th of June, 1844, for the said debt, interest, and $6 94 costs, and on which execution the marshal returned, no property found to levy on.

Signed, DL. MINOR, *D. M.*

Upon the evidence now submitted, your commissioner is of opinion, and so reports the said debt, with interest, to the 25th day of September, 1846, to be $991 40 and costs, amounting to $6 94, as will be seen by reference to paper marked I, and herewith submitted, as due from Mandeville's estate.

Your commissioner reports the account herewith returned, marked J, of Eliza F. Gardner, administratrix de bonis non, with the will annexed, of the estate of Joseph Mandeville, deceased, shewing a balance of $37 15 to be accounted for.

Your commissioner further reports, that John West exhibited an account amounting to $225 against Mary Mandeville and Julia Mandeville, for the use and occupation of a lot in their possession, claimed to

belong to the estate of Joseph Mandeville, deceased; as an allowance of said offset would be deciding upon a disputed title, your commissioner reports the evidence introduced by both parties bearing on the subject, and submitting to the court the propriety of said offset; and if the same be proper, then your commissioner reports the legacies of the said Mary Mandeville and Julia Mandeville, on said paper marked C, as subject thereto.

October 3d. Your commissioner in addition reports, that on this day, Christopher Neale, the counsel for the Hitchcocks, in further evidence of their claim or demand against Daniel Cawood & Co., produced before him the statements of John Hooff, cashier of the Farmers' Bank of Alexandria, and of Edward C. Fletcher, book-keeper of the Bank of Potomac of Alexandria, and by them subscribed severally, and to the truth of which they in like manner severally made oath before your commissioner; the said counsel also produced another witness, to wit, Francis X. Masterson, on behalf of the claim or demand of Sellman & Crook, against Daniel Cawood & Co., who subscribed his name to the written statement herewith annexed to this report, and made oath in due form of law, before your commissioner, that it contained the truth, and the whole truth, so far as he knew; all three of the above papers are herewith attached to this report, and made part thereof.

In consequence of the very irregular mode and late period in which the evidence has been laid before your commissioner, the foregoing report necessarily presents somewhat of an incoherent character, which but for these reasons might have been avoided.

Annexed will be found a list of the papers herewith returned; all which is respectfully submitted.

EDWARD GREEN, *Com'r.*

Commissioner's fee, 131 hours, $98 $\frac{25}{100}$.

List of papers returned herewith.

A. Schedule of real estate whereof Joseph Mandeville died seized.
B. Schedule of real estate selected to be sold to pay the debts and legacies.
C. Schedule of legacies and devises.
D. C. Neale, as attorney.
E. Copy of execution.
F. Copy of execution.
G. Sundry depositions relative to Hitchcocks' claim.
H. Copy of a note for $600.
I. Schedule of debts.
J. Executorial account.

Statement of Jno. Hooff, statement of Ed. C. Fletcher, statement of F. X. Masterson.

Decretal order in this case.

An account of the real estate whereof the late Joseph Mandeville died seized.

Description and location.	Boundaries, improvements, &c.	How obtained, and whether encumbered or not.	Estimated value.
1. House and lot, corner of Cameron and Pitt streets.	Beginning at the distance of one hundred and forty feet west from Royal street; thence westwardly, on Cameron street, one hundred and two feet two inches, more or less, to Pitt street; thence, with Pitt street, northwardly 88 feet to a 10 feet alley; thence, with said alley, eastwardly the same distance with the first line; thence to the beginning.	By deed, dated 1st Oct'r, 1816, from Thos. Swann, as trustee of William Yeaton.	$1,600 00
House and lot, adjoining on Cameron street.	Two two-story brick houses.	[In fee simple.]	
2. Lot on Queen and Pitt streets, with house and lot on Royal street.	This is an entire half square, [less the lot corner of Royal and Queen streets, being 42 feet 6 inches on Royal and 112 feet on Queen street, occupied by the Misses Mandeville,*] the house and part of the lot on Royal street occupied by John West as a dwelling.	By deed, dated 1st Jan'ry, 1817, from John D. Sutton & wife. [In fee simple.]	2,900 00
3. Two houses and lots on Clay Hill.	Beginning at the middle of the square between Princess and Queen street, on the west side of Fairfax street; thence north, on Fairfax street, 31 feet; thence west, parallel to Princess, to Royal street; thence south, on Royal street, 31 feet; thence east to the beginning.	By deed, dated 8th April, 1816, from John Laid, as attorney for John McNevin.	700 00
4. Lot on Oronoco and Union streets.	Beginning at the northwest intersection of Union and Oronoko streets; thence westwardly, to Richard Conway's eastern line; thence northwardly, parallel with Union street, to the river Potomac; thence, with said river, to Union street; thence, with Union street, to the beginning.	By deed, dated 9th May, 1833, from the President and Directors of the Bank of Alex'a.	600 00
5. Lot on Union, store and wharf, [Tucker's.]	Situate on the east side of Union street, and on the north side of a 20 feet alley, separating them from the lot of Josiah Thompson; bounded on the West by Union street, and extending on that street northwardly from the said alley 55 feet 7 inches; on the south by the said alley; on the north by a line from Union street into the river, parallel to the said alley, and at the distance of 55 feet 7 inches from it to the north; and on the east by the river.	By deed, dated 10th December, 1835, from the trustees of the Bank of Alexandria.	4,000 00

Schedule A—account of real estate referred to in the commissioner's report.

6. Lot on Water street, opposite to G. H. Smoot's.	Beginning on the west side of Water street, 78 feet 8 inches south of Cameron street; thence southwardly, 67 feet on Water street; thence westwardly 90 feet, parallel to Cameron street; thence northwardly, parallel to Water street, 67 feet; thence eastwardly to the beginning.	By deed, dated 16 Oct'r, 1831, from Tench Ringgold, marshal of the U. S., under execution ag't Sam'l P. Walker.	300 00
7. Three brick tenements and lot, at the southeast corner of King and Henry streets.	Beginning at the intersection of King and Henry streets, and extending thence southwardly 100 feet on Henry street, to a 10 feet alley; thence eastwardly, on said alley, and parallel to King street, 49 feet 5 inches; thence northwardly, parallel to Henry street, 100 feet; thence on King to the beginning.	By deed, dated 10 April, 1819, from Robert I. Taylor, commissioner.	2,000 00
8. House and lot on King street, [McPherson's.]	Beginning on the south side of King street, 98 feet 5 inches to the east of Henry street; thence southwardly, parallel to Henry street, 100 feet, to a 10 feet alley; thence eastwardly, on said alley, 25 feet; thence northwardly, parallel to Henry street, 100 feet; thence on King street to the beginning.	By deed, dated 22d Sept., 1817, from Daniel McPherson and wife, subject to a ground rent of 50 dollars.	1,700 00
9. Frame house and lot on Pitt and Princess streets.	Beginning at the southwest intersection of Pitt and Princess streets; thence southwardly, on Pitt street, 176 feet 7 inches; thence westwardly, parallel to Princess street, 123 feet 5 inches; thence northwardly, parallel to Pitt street, 176 feet 7 inches; thence eastwardly, on Princess street, to the beginning.	By deed, dated 18 July, 1816, from William Fox and wife, and others.	1,000 00
10. Three-story brick store and lot on King street, [Carr's.]	Beginning on King street, at the eastern line of a lot of ground conveyed by Robert Allison, and Ann his wife, to James Patton and David Finley, supposed to be 60 feet to the east of Water street; thence east, on King street, 30 feet, north parallel to Water street 81 feet, to an alley 30 feet wide; west on said alley, and parallel to King street, 30 feet; south parallel to water street to the beginning.	By deed, dated 8th May, 1823, from Robert Patten, jr., and wife.	2,500 00
11. House and lot on King street, and store corner of King & Fairfax streets.	Beginning at the intersection of King and Fairfax streets; thence west, on King street, 50 feet; thence north, parallel to Fairfax street, 60 feet, to the line of that piece of ground conveyed by Richard Arell to William McCleery and John Allison; thence east, with that line, and parallel to King street, 50 feet, to Fairfax street; thence south, on Fairfax street, to the beginning.	By deed, dated 16 Jan'ry, 1813, from John Wise and wife.	5,000 00
12. House & shop on Fairfax st.	Beginning on the west side of Fairfax street, 60 feet north of King street; thence north, on Fairfax street, 20 feet;	By deed, dated 14 July, 1815, from R. I. Taylor and Jas.	700 00

Account—Continued.

Description and location.	Boundaries, improvements, &c.	How obtained, and whether encumbered or not.	Estimated value.
	thence west, parallel to King street, 60 feet; thence south, parallel to Fairfax street, 20 feet; thence east 60 feet to the beginning.	Patten, subject to an annual rent charge of $13 33⅓.	
13. Building and lot on Water street, [soap factory and fixtures.]	Beginning on Water street, on the south line of a 20 feet alley leading from Water to Union street, commonly called Waile's alley, 136 feet to the south of King street; thence south, on Water street, 40 feet, to the line of the lot or half acre described in the plan of the town by No. 56; thence east, parallel to King street, 150 feet; thence north, parallel to Water street, 40 feet, to said alley; thence on the alley to the beginning.	By deed, dated 17th Sept., 1823, from James Keith.	$2,800 00
14. Small house and lot on south side of Prince street, opposite Bank of Potomac.	Beginning at a point on the south side of Prince street, supposed to be 127 feet 3 inches to the east of Pitt street; thence west, 50 feet, on Prince street; thence south, parallel to Pitt, 118 feet 4 inches, to a 10 feet alley; thence east, parallel to Prince street, 50 feet; thence north, 118 feet 4 inches, to the beginning.	By deed, dated 12 June, 1813, from R. I. Taylor and Philip G. Marsteller, commissioners.	700 00
15. Lot corner of Duke and Fairfax streets.	Beginning at the northwest intersection of Fairfax and Duke streets; thence north, on Fairfax street, 56 feet, to a four feet alley; thence west 51 feet, on the line of said alley, to a lot sold by Joseph Mandeville to Bartholomew Delphy, by deed dated 10th February, 1836; thence, on the line of Delphy's lot, south 56 feet, to Duke street; thence, on Duke street, east 51 feet to the beginning.	By deed, dated 20 Sept'r, 1815, from R. I. Taylor and Wm. Herbert, jr., commissioners.	500 00
16. Lot on Duke street - -	Beginning on Duke street, at the west line of the aforesaid lot sold to Delphy; thence west, on Duke street, 51 feet, to a 10 feet alley; thence north, with the said alley, 56 feet, to a four feet alley; thence east, with the said alley, 51 feet, to Delphy's west line; thence, with said line, 56 feet, to the beginning.	By deed, dated 20 Sept'r, 1815, from R. I. Taylor and Wm. Herbert, jr., commissioners.	400 00
17. Lot on Water street, [old	Beginning on Water street, on the north side of an alley com-	By deed, dated 12 July, 1825,	300 00

brewery.]	monly called Waile's alley, being 138 feet to the northward of Prince street, and running thence eastwardly, with the line of said alley, and parallel to Prince street, to a point 60 feet short of, or to the westward of, Union street, being 240 feet from Water street; thence northwardly, parallel to Water and Union streets, 38 feet 1 inch and ¾ of an inch, to the north line of that lot or half acre of ground, described in the plan of the town by No. 56, be the same more or less; thence, by that line, westwardly 240 feet, to Water street; thence, with that street, and binding therewith, to the beginning.	from James Keith.	
18. Half square on Wythe, Pitt, and St. Asaph streets.	Bounded on the east by Pitt street, on the west by St. Asaph street, on the south by Wythe street, and on the north by a line drawn from Pitt to St. Asaph street, parallel to, and equidistant from, Wythe and Madison streets, so as to divide the square into two equal parts, of which the southern part is hereby conveyed.	By deed, dated 23d April, 1816, from Wm. T. Swann & Wm. B. Alexander, ex'rs of Chas. Alexander and Mary Bowles Alexander.	150 00
19. Ten and a half acre lot on the Washington road.	Beginning on the east side of the Georgetown road, on the line of a tract of land formerly held by Elisha C. Dick; thence, extending along said road, and binding therewith, south 5 degrees east, thirty-five poles, to the corner of Baldwin Dade's purchase from Alexander; thence north 85 degrees east, 48 poles; thence north 5 degrees west, 35 poles on the first mentioned line of the land, which was formerly Elisha C. Dick's; thence, along the same, south 85 degrees west, 48 poles, to the beginning.	By deed, dated 30 July, 1825, from Jas. L. McKinna.	1,050 00
20. Twenty-five acre lot on the Washington road.	Beginning at a point on the west side of the Washington turnpike, eleven feet north of the fence of a lot formerly Hoffman's, supposed to be the north line of a lane separating Hoffman's lot from Alexander's land; thence, on the said lane, south 87½ degrees west, 113 poles; thence north 3 degrees west, and parallel with the Washington turnpike 93 poles, to a stake in the lane leading to Mount Ida; thence east, on the lane to Mount Ida, 122 poles, to the west side of the aforesaid turnpike; thence south 3 degrees east, on the said turnpike, 47 poles and 17 links, to the beginning; containing, as by survey made by William Yeaton, 50 acres. By deed of partition, the northern half conveyed to Joseph Mandeville's estate.	By deed, dated 2d Jan'ry, 1841, from Chas. A. Alexander.	1,250 00

R 25 86.

Account—Continued.

Description and location.	Boundaries, improvements, &c.	How obtained, and whether encumbered or not.	Estimated value.
21. Lot on Franklin street -	Beginning on the south side of Franklin street, at the distance of 92 feet 6 inches east of Water; thence east, on Franklin street, 32 feet 6 inches; thence south, and parallel with Water street, 88 feet 3½ inches, to a 50 feet private street, called Potomac street; thence west, on said Potomac street, 32 feet 6 inches; thence north 88 feet 3½ inches, to the beginning.	Purchased at a sale made by Alexandria corporation for unpaid taxes.	$50 00
22. Part of a lot, adjoining on the west the small house and lot on the south side of Prince street, opposite the Bank of Potomac.	The whole lot, having a front of 27 feet 3 inches on Prince street, and running back 118 feet 4 inches to a 10 feet alley. Of this lot, 25 feet fronting on Prince street, and running back as above stated, was conveyed by Joseph Mandeville to Robert I. Taylor, by deed dated 13 September, 1815, leaving two feet 3 inches fronting on Prince street, and running back as before stated, as part of the estate of the said Joseph Mandeville.	By deed, dated 8 January, 1814, from Jas. R. M. Lowe and wife, and Richard Arrell.	30 00
24. Vacant lot on the east side of Washington street.	Containing one acre, being on the east side of Washington street, and bounded on the north by a line parallel to Wythe street, and on the south by Wythe street, [with the exception of a small tenement and lot about 20 feet in front on the north line.]	By deed, dated 23d Jan'ry, 1834, from John Douglass, as trustee of Thomas Vowell.	300 00
			$30,530 00

* And also the ground on the south side of their said dwelling, and by them used and occupied as a garden; which lot the said Misses Mandeville hold and claim adversely to the devisee of the late Jos. Mandeville, deceased. It is, therefore, excluded from this report, and no more reported than that part which is now in the possession and occupation of John West, devisee of the said Mandeville.

Schedule B.—Real estate required to be sold.

B.

A schedule of the real estate of the late Joseph Mandeville, selected by the commissioner, which will be required to be sold to pay the debts and legacies due from the estate of the said Mandeville.

	No.	
House and lot corner of Cameron and Pitt streets	1	$1,600 00
Do. do. adjoining on Cameron street		
Lot on Queen and Pitt streets, with house and lot on Royal street	2	2,900 00
Two houses and lots on Clay Hill	3	700 00
Lot on Oronoko and Union streets	4	600 00
Lot on Union, store and wharf, [Tucker's]	5	4,000 00
Lot on Water street, opposite to Geo. H. Smoot's	6	300 00
Three brick tenements and lot, at the southeast corner of King and Henry streets	7	2,000 00
House and lot on King street, [McPherson's]	8	1,700 00
Frame house and lot on Pitt and Princess streets	9	1,000 00
Three-story brick store and lot on King street, [Carr's]	10	2,500 00
Small house and lot on south side of Prince st., [opposite Bank of Potomac]	14	700 00
Part of a lot adjoining on the west	22	30 00
Lot corner of Duke and Fairfax streets	15	500 00
Lot on Duke street	16	400 00
Lot on Water street, [old brewery]	17	300 00
Half square on Wythe, Pitt, and St. Asaph sts.	18	150 00
10½ acre lot on Washington road	19	1,050 00
25 acre lot on do. do.	20	1,250 00
Lot on Franklin street	21	50 00
Half square, less 20 feet, on Wythe, St. Asaph, and Washington streets	24	300 00

C.—Schedule of legacies and devises.

C.

A schedule of the legacies and devises due from the estate of the late Joseph Mandeville, with the interest thereon, yet remaining unpaid.

Legatees.		
*Mary Mandeville	$1,500	
Interest from 25 July, 1838, being 1 year from the death of the late Joseph Mandeville, to 25th January, 1841, 2 years 6 mos.	225	
	1,725	
Then paid by the late W. C. Gardner, ex'r	150	
	1,575	
Interest on $1,350 to 25 Sept'r, 1846, 5 years 8 mos.	459	
		$2,034
Julia Mandeville	1,500	
Interest 8 years 2 mos.	735	
		2,235
Maria Scott	3,000	
Interest 8 years 2 mos.	1,470	
		4,470
Eliza Hill	2,000	
Interest 8 years 2 mos.	980	
		2,980
Rebecca J. Hill	2,000	
Interest 8 years 2 mos.	980	
		2,980
Ellen Mandeville, [now Ellen Smith]	3,000	
Interest 8 years 2 mos.	1,470	
		4,470
Jemima Ross	1,000	
Interest 8 years 2 mos.	490	
		1,490
		$20,659

Together with the interest which may be awarded until paid.

Devisees.

James Mandeville, ten thousand acres of land in Logan county, Virginia.

Ellen Mandeville, now Ellen, wife of Joseph Smith, ten thousand a res of land in Logan county, Virginia.

[Note.]—By the will of Joseph Mandeville, dec'd, there was a specific legacy to Sarah A. Hill of slaves, furniture, &c., which, it appears by the executor's account, were delivered to the legatee at the appraisement price.

The above reported legacies to Mary Mandeville and Julia Mandeville are subject to a claim by John West of $225 for use and occupation of a lot claimed to belong to the estate of Joseph Mandeville, should the same be allowed by the court.

*As to the said legacy of Mary Mandeville, it is agreed that the above calculation and report shall be modified and corrected so as to allow the said Mary Mandeville her legacy of $1,500, with interest thereon from the 25th of June, 1838, till paid, subject to a credit of $150, paid on the 25th Jan'y, 1846.

W. JONES, *for def't.*

D.—C. Neale, attorney for different claims.

D.

C. Neale, attorney for different claims.

The following claims are due from the estate of the late Joseph Mandeville, dec'd, and the same are now in suit in the circuit court of the District of Columbia and county of Alexandria; that is to say:

Waters and others, trustees of the Bank of Alexandria on a sci. fa. against the executrix of Joseph Mandeville aforesaid, deceased, $600, with interest from 11th November, 1835, and costs of suit, $6 94, with the additional costs of the present one.

Sellman & Crook, merchants, Baltimore, judgment and execution for $118 65, with interest thereon from 13th October, 1838, till paid, and $13 61 costs.

W. R. & C. Hitchcock, merchants, New York, claim on account current, $632 $\frac{12}{100}$, with interest on the same from the 25th September, 1838, till paid, and costs of suit.

CHR. NEALE, *P. Q.*

Exhibit E.—Execution referred to in com's report.

E.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the marshal of the District of Columbia, greeting:

We command you, that of the goods and chattels of Joseph Mandeville in the hands of William C. Gardner, his executor, to be administered, late in your said district, you cause to be made six hundred dollars, with interest from the 11th day of November, 1835, till paid, which George Brent, Benjamin Waters, William H. Miller, and William C.

Gardner, trustees of the Bank of Alexandria, late in our circuit court for the District of Columbia, for Alexandria county, recovered against him for debt. Also, six dollars and ninety-four cents costs, if so much thereof he has in his hands; and, if not, then that you make the costs aforesaid of the proper goods and chattels of the said W. C. Gardner, which to the said George Brent and others in the said court were adjudged for their costs by them in this behalf expended, whereof he is *convict*, as appears to us of record, and that you have the same before the honorable the judges of the circuit court of the District of Columbia, at the court house in Alexandria, on the 4th Monday in July, to render to the said Brent and others, of their debt and costs aforesaid, and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 6th day of June, 1844.

CASSIUS F. LEE,
Clerk of the circuit court of the Dist. Columbia for Alexandria county.

[Endorsed.] "No property found to levy on.
D. MINOR, *D. M.*"

F.—Execution referred to in com's report.

F.

DISTRICT OF COLUMBIA, *to wit:*

The United States of America, to the marshal of the District of Columbia, greeting:

We command you, that of the goods and chattels, lands and tenements, of Daniel Cawood, [ex'r,] late in your said district, you cause to be made one hundred and eighteen dollars and sixty-five cents, with interest from 13th October, 1838, till paid, which Sellman & Crook, late in our circuit court for the District of Columbia, for the county of Alexandria, recovered against him for damages. Also, thirteen dollars and twenty-one cents, which to the said Sellman & Crook in the said court were adjudged for their costs by them in this behalf expended, whereof said Cawood is convict, as appears to us of record; and that you have the same before the honorable the judges of our said court, at the court house in Alexandria, on the fourth Monday in December, to render to the said Sellman & Crook, of their damages and costs aforesaid, and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this 14th day of November, 1845.

CASSIUS F. LEE,
Clerk of the circuit court of the District of Columbia, for Alexandria county.

[Endorsed.]—"No property found to levy this execution upon.
D. MINOR, *D. M.*"

G.—*Depositions relative to Hitchcock's claim.*

G.

The depositions of sundry witnesses, taken de bene esse, at the mayor's office, in the city of New York, on the 20th day of August, 1846, which depositions are to be read in evidence on the trial of the cause now depending in the circuit court of the District of Columbia, for the county of Alexandria, in which W. R. & C. Hitchcock are plaintiffs, and Daniel Cawood, surviving partner of Daniel Cawood & Co., is defendant. These deponents, being first duly qualified, cautioned, and sworn, depose and say:

Philip Lockwood, a witness produced and sworn on behalf of the plaintiffs, testifies as follows:

1st interrogatory. Do you, or do you not, know the parties, or either of the parties, in this cause?

Answer. I know the plaintiffs in this cause.

2d. Are you, or are you not, in the employ of the plaintiffs in this cause; if yea, in what capacity?

Answer. I am in the employ of plaintiffs, as general clerk and assistant bookkeeper.

3d. Look on the drafts or inland bills of exchange, numbered 1, 2, 3, 4, 5, 6, 7, and say for whose accommodation they were drawn; and whether or not the drawers, at the respective times that the bills aforesaid were drawn, had funds to meet them, or any of them, in the hands of the drawees? State all you know about this matter.

Answer. The drafts or inland bills of exchange, No. 1, 2, 3, 4, 5, 6, 7, now shown to me, were made on account of certain shipments of property, consigned by defendants to plaintiffs for sale, as further appears by defendant's letters, marked B, C, D, E, F, G, H, I. Plaintiffs had not, in any instance, funds in hand belonging to defendants to meet the payment of any of the drafts; and have not, at any time, received from defendants any money, other than the proceeds of property consigned to them for sale, and on which those drafts were predicated. I am conversant with the daily entries on plaintiffs' books, and, from such entries, know that they paid the drafts above named at maturity. I have seen plaintiffs write, and am familiar with their handwriting, and have no hesitation in saying the acceptances are in their own handwriting.

4th. Look on the account marked No. 4, and say if the balance therein stated of $632 12, with interest thereon, from the 25th September, 1838, is justly due the plaintiffs from the defendants?

Answer. Plaintiffs' books show, from the original entries therein made, a balance due from defendants of $637 02, and interest thereon, from 25th September, 1838, and the said balance of $637 02, and interest, is still unpaid, and due from defendants to plaintiffs.

5th. How do you arrive at the knowledge of this fact?

Answer. I arrive at the knowledge of this fact from my familiarity

with the business of plaintiffs, and my personal knowledge of their daily transactions and accounts.

6th. Was or was not an account current, corresponding with the original entries in plaintiffs' books, forwarded to Daniel Cawood & Co., or Daniel Cawood, surviving partner of Daniel Cawood & Co., shewing a balance of $637 02, due the plaintiffs; and if yea, did the said Daniel Cawood acknowledge the receipt thereof?

Answer. An account current, bearing date September 25th, 1838, and showing a balance of $637 02, due to plaintiffs, was forwarded by mail to D. Cawood & Co., Alexandria, under date of September 25th, 1838, and its receipt acknowledged by Daniel Cawood, surviving partner of D. Cawood & Co., by letter dated Alexandria, September 28th, 1838.

7th. Produce, if you can, the aforesaid letter?

Answer. Here is the letter, dated Alexandria, September 28th, 1838, marked A.

8th. Have you any interest whatever in the event of this suit?

Answer. I have no interest, direct or indirect, in the event of this suit.

And further the deponent sayeth not.

PHILIP LOCKWOOD.

Sworn to, before me, this 20th August, 1846.

———, *Mayor.*

Anthony P. Halsey, another witness, produced and sworn on behalf of the plaintiffs in this cause, testifies as follows:

1st interrogatory. Do you know the parties, or either of the parties, in this cause?

Answer. I know the plaintiffs.

2d. Can you say from whom the Bank of New York received the five drafts or inland bills of exchange now shown you, made by Daniel Cawood & Co., on W. R. & C. Hitchcock, dated Alexandria, December 27th, 1836, for $1,750; February 18, 1837, $1,200; February 6, 1837, $242 25; February 20, 1837, $700; June 29, 1837, $1,000; marked on the backs 1, 2, 3, 4, 7, when they were accepted, and when paid?

Answer the drafts were received from the Farmers' Bank of Alexandria, D. C., to the best of my knowledge and belief, accepted on the days when the several acceptances are dated, paid at the maturity of the several acceptances at the Bank of New York.

3d. Have you any interest whatever in the event of this cause?

Answer. None.

And further deponent sayeth not.

A. P. HALSEY, *Cashier Bk. of New York.*

Sworn to before me, this 20th August, 1846.

A. H. MICKLE, *Mayor.*

O. J. Cammann, another witness, produced and sworn on behalf of the plaintiffs in this cause, testifies as follows:

1st interrogatory. Do you know the parties, or either of the parties, in this cause?

Answer. I am unacquainted with either of the parties.

2d. Can you say from whom the Merchants' Bank received the two drafts or bills of exchange now shown you, made by Daniel Cawood & Co., on W. R. & C. Hitchcock, dated Alexandria, December 16th, 1836, for $1,850, and December 22d, 1836, for $1,000, and marked 5, 6, on the back; when they were accepted and when paid?

Answer. Said drafts were received from the Bank of Potomac, Alexandria, accepted to the best of my knowledge and belief on the days when the several acceptances are dated. Said drafts were paid at the maturity of the several acceptances at the Merchants' Bank.

3d. Have you any interest whatever in the event of this cause?

Answer. None whatever.

And further deponent sayeth not.

O. J. CAMMANN.

Sworn to before me, this 20th day of August, 1846.

A. H. MICKLE, *Mayor*.

STATE OF NEW YORK, *city of New York, sct:*

The undersigned, mayor of the city of New York, doth hereby certify, that the above depositions of Philip Lockwood, A. P. Halsey, and O. J. Cammann, were taken at his office, de bene esse, on the 20th day of August, 1846, as in the caption stated, on behalf of the plaintiffs, in a suit now depending in the circuit court of the District of Columbia, and county of Alexandria, in which suit W. R. & C. Hitchcock are plaintiffs, and Daniel Cawood, surviving partner of Daniel Cawood & Co., is defendant.

That no notification from the undersigned, before whom they were taken, was given the defendants, because the place of taking the depositions, as aforesaid, is more than one hundred miles from the place of trial of the cause.

The undersigned further certifies, that he is not of counsel or attorney to either of the parties in the cause, or in any manner interested in the event of the suit; that the several deponents were carefully examined, cautioned, and sworn by him to testify the whole truth; and that the testimony by them given is in the proper handwriting of the said witnesses, and to which they have severally subscribed their respective names; all of which was done in the presence of the undersigned. And he further certifies, that the reason of the said depositions being taken is, that the witnesses and deponents all reside more than one hundred miles from the place of trial aforesaid.

In testimony of all which, I have hereunto subscribed my name, and affixed my seal official, this 20th day of August, 1846, at the city of New York aforesaid.

A. H. MICKLE, [SEAL.]
Mayor of the city of New York.

The deposition of Philip Lockwood, of the city and county of New York, taken, de bene esse, at the mayor's office in the city of New York, on the 15th day of September, 1846, which deposition, with others heretofore taken in this cause, is to be read in evidence on the trial of the suit at law, now depending in the circuit court of the District of Columbia, for the county of Alexandria, in which W. R. & C. Hitchcock are plaintiffs, and Daniel Cawood, surviving partner of Daniel Cawood & Co., is defendant. This deponent, being first duly qualified, cautioned, and sworn, deposes and says:

Question 1st, by plaintiffs. Are you or are you not acquainted with the parties to this suit?

Answer. I am acquainted with the plaintiffs in this suit.

Question 2d, by plaintiffs. Do you or do you not know the persons who composed the firm of W. R. & C. Hitchcock, when the transactions between the plaintiffs and defendants arose, and for which this suit is instituted? If yea, please state their names.

Answer. The names of the persons composing the firm of W. R. & C. Hitchcock were, W. R. Hitchcock, Cyrus Hitchcock, Wm. Marshall, jr., and Samuel Gilman.

Question 3d, by plaintiff. Have you any interest in the event of this suit?

Answer. None whatever.

PHILIP LOCKWOOD.

Sworn to the 15th September, 1846, before me.

A. H. MICKLE, *Mayor*.

STATE OF NEW YORK, *city of New York, sct:*

The undersigned, mayor of the city of New York, doth hereby certify, that the annexed deposition of Philip Lockwood was taken at his office, de bene esse, on the 15th day of September, 1846, as in the caption stated, on the behalf of the plaintiffs, in a suit now depending in the circuit court of the District of Columbia, and county of Alexandria, in which suit W. R. & C. Hitchcock are plaintiffs, and Daniel Cawood, surviving partner of Daniel Cawood & Co., is defendant; that no notification from the undersigned, before whom the deposition was taken, was given the defendant, because the place of taking the same, as aforesaid, is more than one hundred miles from the place of trial of the cause. The undersigned further certifies, that he is not of counsel or attorney to either of the parties in the cause, or in any manner interested in the event of this suit; that the deponent was carefully examined, cautioned, and sworn by him to testify the whole truth, and that the testimony by the deponent given is in the proper handwriting of the said deponent, and to which the said deponent has subscribed his name; all which was done in the presence of the undersigned. And he further certifies, that the reason of the said deposition being taken is, that the said deponent resides more than one hundred miles from the place of trial aforesaid.

In testimony of all which, the undersigned has hereunto subscribed his name, and affixed his seal official, this the 15th day of [SEAL.] September, 1846, at the city of New York aforesaid.

A. H. MICKLE,
Mayor of the city of New York.

ALEXANDRIA, *December 27th*, 1836.

Messrs. W. R. & C. HITCHCOCK.

GENTLEMEN: Yours of the 24th is received. If the news from Europe affects flour, you will no doubt avail of it in sales. We are well contented with what you advise is done, and rely upon your best exertions for our interest. The is here, and we thought of putting a small parcel of flour in her; as our river has a strong appearance of closing, we shall wait to see how it will be. Some persons think that flour will advance here; that will depend upon its value in other markets; in yours, as the most important.

We should like to have your opinion as to the value in prospect from this time until spring. We this day valued on you at 60 days, to order of our J. M., which please protect.

We are, respectfully, your obt. servts.,
DANIEL CAWOOD & CO.

ALEXANDRIA, *Dec'r 21st*, 1836.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: Annexed are invoice and bill lading of 300 barrels flour, pr. sch'r Washington, consigned to your care. Capt. Rice says he will sail to day, the river quite clear. It is said that most of the flour expected here, from the last very poor crop, has already come to market; but wishing to purchase while flour continues to come in, it seems best to reduce our advances of money, by lessening our stock while the outlet is open, as we may daily look for the closing of the river for winter season, and we do not desire to hold until spring, or any prospect of advance upon the present high prices. We do not wish you to suspend sales, but rather to sell at the current prices, unless your better information promises further advance of price shortly. Your view of your market would be useful to us. You will insure $3,000 on this shipment, saving to us, if it be customary, the charge of a separate policy. We shall advise, as we may value on you.

We remain, resp'y, yr. obt. svts.,
DANIEL CAWOOD & Co.

ALEXANDRIA, 17*th December*, 1836.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: Annexed are bill of lading and invoice of 212 barrels of flour, addressed to you for sale for our account. We are personally strangers, but you are known to us by our friends here, and through our friend S. E. Scott, of Georgetown, a relative to our Joseph Mandeville.

We give no other direction regarding the sale, than that you do the best in your judgment for our interest; and that early sales, without disadvantage by it, will be desirable, as, being dealers in flour, we shall probably repeat shipments to you when the markets suit. We expected to have sent 300 barrels by this vessel, and under deck. Much of our parcel was on the wharf, when it appeared Capt. Judson, by mistake of the agent's agreement with us, had engaged other freight and preferred it to ours. We had to receive it back, or suffer it chiefly to go on deck; we chose the latter, as it is a common practice so to ship, and the President is a fine vessel. You will please make insurance according to terms of the bill lading. The Washington, Capt. Rice, will fill up her cargo here on Monday; it is our intention to ship to you 200 barrels, perhaps 250 by her. Our corporation flour law requires the letter G to be branded on flour tinged with garlic, and 25 cents deduction for it. We have sent what we had of that kind, you will do as your market will permit with it. We valued on you the 16th, at 60 days, to order Charles Page, esquire, cashier, $1,800, which please protect.

Very resp'y, your obt. svts.,

Signature of Daniel Cawood, DANIEL CAWOOD & Co.
Do. Joseph Mandeville, DANIEL CAWOOD & Co.

N. B.—We know not the custom of your market, but we believe the payments are generally cash. We should prefer that mode, unless some advantage beyond a guarantee commission for time attends a credit sale; in this, however, we rely on your judgment.

ALEXANDRIA, *Feb'y 6th*, 1837.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: Yours of the 4th is rec'd, our shipment, pr. Washington, was unfortunate as to the part on deck; we put it on board with reluctance, and must hereafter try to avoid deck freights. You will do the best you can with our interest on board altogether. The Victory will probably load here this week, without waiting to go up after the river above opens; if so, we shall send 200 to 300 barrels by that vessel, if we can get room under deck for the whole. 200 can be stowed. We may send some corn, too, if freight can be agreed. Please protect our draft, to our order, this date, $242 25, at one d. st., for balance of sales rendered us 28th January. Keep us possessed of your opinion as to flour, and remember the little wheat order when opportunities offer to supply it.

Resp'y, your obt. svts.,
DANIEL CAWOOD & Co.

ALEXANDRIA, *February 20th*, 1837.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: Yours of the 18th is to hand, your sales are very satisfactory to us, and no doubt you will continue to do the best for us. The Victory was to have sailed yesterday, we omitted to put the date in our last,

but some ice in the river delayed her departure; she is expected to sail on Wednesday morning. If the Alexandria loads here, she is the last came in, we shall probably ship a parcel of flour by her. We valued on you, this day, at 60 days, $700, to order of our J. M., which please honor. We wish your advices continued.

Very resp'y, yr. obt. svts.,
DANIEL CAWOOD & Co.

Invoice of flour shipped by Daniel Cawood & Co., at Alexandria, on board the schooner Victory, Charles Penfield, master, for New York, and consigned to Messrs. W. R. & C. Hitchcock, for sale on account and risk of the shippers. Alexandria, February 17th, 1837.

118	barrels superfine,	$10¼	- - - -	$1,209 50
48	do fine,	10	- - - -	480 00
34	do middlings,	9	- - - -	306 00
	Drayage and wharfage		- - -	6 00
				$2,001 50

Insure $2,000.

ALEXANDRIA, *Feb'y 19th*, 1837.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: We rec'd yours of 11th, and note your advices. Annexed are invoice and bill lading of 200 barrels flour, pr. Victory, which will sail the inst. You will do with this parcel the best in your judgment. There is an order here of the British West India contractor, *for Alexandria* flour, which will probably clear the small contents of this market; advise us of your market, as we do not incline to sell here if we have a prospect, *however small*, to do better by shipping to New York. The Boston market we give no thought to, having no confidence in its stability or mode of doing business, so far as we ever heard of it. We have valued on you, this date, $1,200, at 60 days, to order of our J. M., which please protect.

We are, resp'y, your obt. svts.,
DANIEL CAWOOD & Co.

A.

ALEXANDRIA, *5th July*, 1837.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: We have drawn you, to-day, at 60 days, for one thousand dollars, which you will please protect. You will please make every possible effort to close the sale of our flour, and send us sales. There is a prospect of a better crop in Virginia than we once expected.

Yours, resp'y,
DANIEL CAWOOD & Co.

ALEXANDRIA, *Dec'r 22d*, 1836.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: Yours of 19th is rec'd this day. We note the contents,

and are satisfied we cannot err in a perfect reliance upon your judgment in the disposal of our flour—cash or credit, as it may be. The Washington left this yesterday, has had a fine wind, and we hope will soon be with you. We this day valued $1,000 to order of our J. Mandeville, at 60 days, which please protect.

We are, resp'y, your obt. svts.,

DANIEL CAWOOD & Co.

We are pleased to find the brand G is not likely to do harm in sale. The law of the council here was made at the instance of the flour dealers, not much for their benefit we think. There is no such regulation at Georgetown that we know of.

A.

ALEXANDRIA, 28*th Sept'r*, 1838.

Messrs. W. R. & C. HITCHCOCK.

GENT'N: Yours of the 25th inst., was duly received, with account current, and in a few days I will make a shipment (or soon as flour begins to come in) to meet the balance of your account. I have not examined it, but presume it is correct.

Yours, resp'y,

DANIEL CAWOOD,

Surviving partner of D. Caywood & Co.

NEW YORK, *May 27th*, 1845.

C. NEALE, Esq.

DEAR SIR: Your favor of 26th is received, annexed is Mr. Cawood's letter acknowledging the receipt of our acc't, please preserve it. Please say, by return mail, what you suppose will be the *whole amount of cost* that we should have to pay, if we submitted to a non-suit, and also if we could place Mr. Cawood on the witness stand in a future trial. On receipt of this information, we will decide what course to pursue. Could a new suit be brought before any other than your circuit court?

Yours, resp'y,

W. R. & C. HITCHCOCK.

Mess. Daniel Cawood and Joseph Mandeville, trading under the firm of Daniel Cawood & Co., in account with William R. Hitchcock, Cyrus Hitchcock, William Marshall, jr., and Samuel Gilman, trading under the firm of W. R. & C. Hitchcock.

Interest to 24th July, 1837.

						ms.	ds.	
1836.								
Dec.	19	To your dft. 60 days, 16 inst., favor Charles Page - - -	$1,850	00	Feb. 17, '37,	5	7	$56 47
	24	To your dft. 60 days, 22d inst., favor J. Mandeville - - -	1,000	00	" 23, '37,	5	1	29 35
	30	To your dft. 60 days, 27 inst., favor J. Mandeville - - -	1,750	00	" 28, '37,	4	26	49 67
1837.								
Feb.	9	To your dft. 1 day's sight, own favor	242	25	" 13, '37,	5	11	7 58
	20	To your dft. 60 days, 18 inst., favor J. Mandeville - - -	1,200	20	Ap'l 22, '37,	3	2	21 47
	24	To your dft. 60 days, 20 inst., favor J. Mandeville - - -	700	00	" 24, '37,	3	0	12 25
July	7	To your dft. 60 days, 29 June, S. Shinn & Co. - - -	1,000	00	Aug. 31, '37,	1	7	7 18
	24	To your balance int. to date -	28	35				
			$7,770	60	- - -			$176 79
1837.		Cr.						
Jan.	20	By pro. 212 bbls. flour, per President	2,092	25	Jan. 13, '37,	6	11	77 69
June	27	" " 300 " " Washingt'n	2,946	52	April 3, '37,	3	21	63 57
		" int. extended in red, Dr. side -	-		- - -			7 18
July	24	" bal. to new acc't due this day -	2,731	83	Int. to Dr. acc't			28 35
			$7,770	60				$176 79
1837.								
July	24	To balance due this day - -	2,731	83				
1838.								
Sept.	25	" int. to this date, 1 yr. 2 ms. 1 day	223	65				
		By balance from D. C. & Co., acc't due this day - - -	-		- - -			2,323 36
		" balance to new acc't - -	-		- - -			632 12
			$2,955	48	- - -			$2,955 48
Sep.	25	To balance due this day - -	$632	12				

E. E. NEW YORK, *Sept'r 25th*, 1838.

W. R. & C. HITCHCOCK.

Dolls. 1,000. ALEXANDRIA, *Dec'r 22d*, 1836.

Sixty days after date, pay to the order of Joseph Mandeville one thousand dollars, for value received, and place, as advised, to account of DANIEL CAWOOD & Co.

To Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: Pay to the order of Charles Page, esq., cashier.
JOSEPH MANDEVILLE.

Pay Walter Mead, esq., cashier, or order.
C. PAGE, *Cashier.*

Accepted 24 December, 1836; pay at the Bank of New York.
W. R. & C. HITCHCOCK.

Received payment, W. MEADE, *Cashier.*

Dollars, 1,850. ALEXANDRIA, *Dec'r 16th*, 1836.

Sixty days after date, pay to the order of Charles Page, esq., cashier, eighteen hundred and fifty dollars, for value received, and place, as advised, to account of DANIEL CAWOOD & Co.

To. Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: Pay Walter Mead, esq., cashier.
C. PAGE, *Cashier.*

Accepted 19 December, 1836; payable at the Bank of New York.
W. R. & C. HITCHCOCK.

Received payment, W. MEADE, *Cashier.*

Dolls. 1,200. ALEXANDRIA, *Feb'y 18th*, 1837.

Sixty days after date, pay to the order of Joseph Mandeville twelve hundred dollars, for value received, and place, as advised, to account of DANIEL CAWOOD & Co.

To Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: JOSEPH MANDEVILLE.

Pay to the order of A. P. Halsey, cashier.
JOHN HOOFF, *Cashier.*

Accepted February 20th, 1837; payable at the Bank New York.
W. R. & C. HITCHCOCK.

Dolls. 1,750. ALEXANDRIA, *Dec'r 27th*, 1836.

Sixty days after date, pay to the order of Joseph Mandeville seventeen hundred and fifty dollars, for value received, and place, as advised, to account of DANIEL CAWOOD & Co.

To Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: Pay to the order of John Hooff, esq., cashier.
JOSEPH MANDEVILLE.

Pay to the order of A. P. Halsey, esq., cashier.
JOHN HOOFF, *Cashier*.

Accepted December 30, 1836; payable at the Bank of New York.
W. R. & C. HITCHCOCK.

Dolls. 242 25. ALEXANDRIA, *Feb'y 6th*, 1837.

At one day's sight, pay to our order two hundred and forty-two dollars and twenty-five cents, for value received, per your account sales January 28, and place with, or without, advice, to account of
DANIEL CAWOOD & Co.

To Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: Pay to the order of John Hooff, esq., cashier.
DANIEL CAWOOD & Co.

Pay to the order of A. P. Halsey, cashier.
JOHN HOOFF, *Cashier*.

Accepted February 9th, 1837; payable at the Bank of New York.
W. R. & C. HITCHCOCK.

Dolls. 700. ALEXANDRIA, *Feb'y 20th*, 1837.

Sixty days after date, pay to the order of Joseph Mandeville seven hundred dollars, for value received, and place, as advised, to account of
DANIEL CAWOOD & Co.

To. Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: JOSEPH MANDEVILLE.

Pay to the order of A. P. Halsey, esq., cashier.
JOHN HOOFF, *Cashier*.

Accepted February 24, 1837; payable at the Bank New York.
W. R. & C. HITCHCOCK.

B. ALEXANDRIA, *June 29th*, 1837.

Exch. for $1,000.

Sixty days after date, pay to the order of Stephen Shinn, esq., one thousand dollars, for value received, and charge the same to account.
Your obedient servants,
DANIEL CAWOOD & Co.

To Mess. W. R. & C. HITCHCOCK,
New York.

Endorsed: STEPHEN SHINN.

Pay to the order of A. P. Halsey, cashier.
JOHN HOOFF, *Cashier*.

Accepted July 7th, 1837; payable at the Bank New York.
W. R. & C. HITCHCOCK.

H.—Copy of a note for $600.

Exhibit H.

ALEXANDRIA, 11*th November*, 1835.

Twenty-four months after date, I promise to pay to George Brent, Benjamin Waters, William H. Miller, and William C. Gardner, trustees of the Bank of Alexandria, or to their order, six hundred dollars, for value received, with interest thereon, from the date hereof till paid.

JOSEPH MANDEVILLE.

I.—Schedule of debts, with interest, due by the estate of Joseph Mandeville.

I.

A schedule of the debts due from the estate of the late Joseph Mandeville, with the interest thereon, yet remaining unpaid.

Note of Joseph Mandeville, dated 11 November, 1835, in favor of Benjamin Waters, and others, trustees of the Bank of Alexandria, for - - - - - - - -	$600 00
Interest from the 11th November, 1835, to 25th Sept'r, 1846, 10 years, 10 mos., 14 days - - -	391 40
Costs - - - - - - - -	6 94
	$998 34

Together with the interest which may be awarded until paid.

J.—*Executorial*

First account of

DR. *The estate of Joseph Mandeville, deceased, in*

1837 and 1838.				
To cash paid	Register of Wills	1		$27 37
" " "	James Green, burial expenses	2		37 00
" " "	Reid Cross, do.	3		8 00
" " "	Wm. Carmichael, cartage	–		75
" " "	corporation taxes, to Burchell	4		130 47
" " "	corporation taxes, on joint account of S. B. Larmor	4		83 66
" " "	Thomas Bunage	5		4 50
" " "	Oliver Field	6		6 21
" " "	Reuben Potter	7		2 50
" " "	Benjamin Barton	8		7 70
" " "	Matthias Snyder, jr., taxes for 1837	9		12 76
" " "	James Jack, balance on acc't	10		2 13
" " "	Fire Insurance Company	11		61 00
" " "	Alexandria Library Company	12		6 00
" " "	George McCliesh	13		2 56
" " "	Mount & O'Brien	14		16 81
" " "	John H. Brent	15		11 10
" " "	R. & W. Ramsay	16		32 00
" " "	William Washington	17		25 00
" " "	William C. Yeaton	18		50 00
" " "	Wm. Brent's clerk's fees	19		6 03
" " "	Gales & Seaton	20		11 00
" " "	George Seaton	21		4 63
" " "	Wm. Brent, clerk's fees	22		2 50
" " "	Edm'd I. Lee, do.	23		2 65
" " "	Sam'l B. Larmor, half of $250, for rent of property corner of King & F'x streets, due June 1st, 1838	24		125 00
" " "	James C. Hall	25		47 00
" " "	Edgar Snowden, for publications	26		3 50
" " "	Sarah A. Hill, a specific legacy of slaves, furniture, &c., as appraised	27		842 90
" " "	William Gregory	28		22 18
" " "	Doctor Richards	29		30 00
" " "	J. Butcher	30		22 00
" " "	E. I. Lee, clerk's fees	31		11 59
" " "	Henry Chatham	32		3 00
" " "	St. Paul's church	33		5 00
" " "	Sarah A. Hill's account	34		50 00
" 10 per cent. commission on $3,652 71		–		365 27
" balance due the estate on this account		–		1,570 94
				$3,652 71

Account.

the personal estate.

account with William C. Gardner, executor. CR.

1837.				
Sept.	23	By cash of L. W. Berry, $169 54, on account of debt due by W. B. Stone to Mandeville & Larmor, half is - - - -	–	$84 77
		" amount of appraisement of furniture, slaves, &c., the specific legacy to Sarah A. Hill -	–	842 90
		" amount of sales of sundry personal estate, as per the auctioneer's account - -	–	1,421 04
1839.				
January	9	" cash of E. Laphen - - - -	$6 00	
		" " Jno. Corse - - - -	5 33	
		" " William Jamieson - - -	9 05	
		" " William H. Mount - - -	7 28	
		" " L. M. Lowe - - -	27 61	
		" " R. Wilcoxon - - -	15 40	
				70 67
June	6	" " George P. Wise - - -	–	7 85
July	21	" " C. Murray - - - -	$12 87	
		" " George Dale - - -	17 26	
		" " M. Jamieson - - -	11 36	
		" " S. Berkley, on account - -	19 00	
August	2	" " Samuel Messersmith - -	2 50	
				62 99
		" " Wm. H. Miller, president, dividend on 328½ shares Col'n Ins. stock -	–	985 50
Sept.	1	" " Geo. P. Wise, note $50, int. $5 50 -	–	55 50
		" " Jos. H. Hampson - - -	–	7 79
	10	" " Miss Ashton, [July 12,] - -	$7 66	
		" " E. Palmer - - - -	16 56	
				24 22
		" " Lawrence W. Berry, on account of W. B. Stone's debt to Mandeville & Larmour - - -	–	89 48
		Carried over - - -		$3,652 71

Exhibit J.—

DR.

1838.					
October	10	To cash paid S. B. Larmour, for half of the qr. rent of store due 1st September -		1	$31 25
	18	" " " Jos. Eaches, commissioner, per order of the circuit court - -		2	115 50
1839.					
January	11	" " " Alexander Moore - - -		3	28 02
	17	" " " Edm'd I. Lee - - -		4	4 78
	22	" " " Geo. S. Hough, funeral expenses		5	5 50
		" " " D. Minor, marshal's fees - -		6	3 84
	24	" " " A. D. Harmon - $24 00			
		Less for account vs. him 12 38		7	
				–	11 62
		" " " Edgar Snowden's bill - -		8	1 75
		" " " Eliza Kennedy, bal. per ledger -		9	59
		" " " Geo. Drinker, library tax -		10	4 00
		" " " Jos. C. Hill, for deed of the castle - - $30 00			
		" " " Mr. Taylor, for prepar'g it 5 00			
		" " " C. Scott, for acknowledg't 50			
		" " " E. I. Lee, for recording 2 27		11	
				–	37 77
May	5	" M. Mayer, for note due to him, 5th November, 1836, on demand, for $500 00			
		For 2½ years interest on do. 75 00		12	
				–	575 00
		" L. B. Taylor, attorney - - -		13	50 00
		" Wm. Moss, clerk of Fairfax county -		14	1 00
		" Wm. Brent, clerk Wash. co. circt. court, half		15	1 25
		" Joseph Eaches' account - - -		16	3 00
December		" E. Snowden, for publishing this ac't -		17	1 75
		" 10 per cent. commission on $2,087 78, collected since first account - - -		–	208 78
		" balance due the estate - - -		–	2,573 32
					$3,658 72
Dec'r	18	To amount Alex'r Moore's account, register -		–	$18 16
		" award of commissioner Eaches, in favor of S. B. Larmour, paid him with interest -	$704 58 92 76		797 34
		" award of sundry debts by said commissioner, which had been transferred by Jos. Mandeville to himself, and so collected, one-half of which belonged to S. B. Larmour, viz:			
		Of L. W. Berry, debt of W. B. Stone -		189 69	
		Of R. C. L. Moncure, debt of R. Stone		50 00	
		Of J. H. Ladd & Co. - - -		981 12	
		Of J. H. Bradley, Wright & Kents' debt		273 00	
		Of W. Moreland, for J. Reamer's debt		106 94	
				1,600 75	800 38
		" amount paid E. I. Lee, clerk of the circuit court, for fees, as per fee bill - -		–	14 58
		" amount paid do., fee bill, for proceedings of A. C. Cazenove against the castle for ground rent - - - - -		–	2 40
		" amount of R. I. Taylor's bill, fees - -		–	50 00

Continued.

CR.

1838.				
	By balance of first account settled - -	-		$1,570 94
	" amount received of William Gregory -	-		15 96
Nov. 23	" Rev'd J. Smith - - - -	-		34 27
	" S. A. Hill - - - - -	-		77 40
1839.				
January 9	" J. H. Ladd - - - - -	-		400 00
22	" J. Irwin & Co., balance - - -	-		6 79
24	" Thomas H. Jones - - - -	-		20 79
April 8	" Alexander Kerr's estate, for property bought by Jos. Mandeville at corporation sale—$22 82, interest $4 48 - - -	-		27 30
July 19	" Wm. H. Miller, final dividend on 328½ shares C. I. stock - - - -	-		304 52
	" Lawrence Berry, collected by him of Thos. Stone - - - - -	-		189 69
	" R. C. Moncure, collected from Rd. Stone -	-		50 00
	" Wm. Moreland, collected by him - -	-		106 94
	" John H. Ladd, balance of note - -	-		581 12
Sept. 12	" Joseph H. Bradley, on account of Wright & Kent's debt - - - -	-		100 00
19	" do. do. on account do. -	-		173 00
				$3,658 72
December.	" balance of 2d account, settled this day by orphan's court - - - -	-		2,573 32
Dec. 18	" a moiety of sundry debts of S. B. Larmour & Co., and Mandeville and Larmour, collected since last return, viz:			
	Of Turberville, for bag of shot - -		$2 00	
	" Mary Mooney, balance - -		50	
	" Brooks, for N. Tolson's debt -		219 48	
	" Elias Edwards - - -		15 00	
	" Catts, for Hubbard's debt - -		9 68	
	" Bowie, Moore's debt - -		264 33	
	" Minor, B. Rust's debt - -		740 29	
				625 64

Exhibit J.—

DR.

1839.				
Dec'r 18	To Alexandria Library tax, to July, 1839 -	-		$4 00
	" D. Minor, execution for costs of suit against Cawood, brought by J. West - -	-		14 00
	" sheriff of Fauquier county, half of fee bill -	-		44
	" S. B. Larmour, half of his bill for expenses, postages, &c. - - - -	-		14 76
	" balance to new account - - -	-		1,482 90
				$3,198 96
	To paid Register of Wills - - -	-		18 16
	" 10 per cent. commission on $625 64 collected	-		62 56
	" Paid E. Snowden - - - -	-		1 75
1841.				
January 1	" balance due the estate - - -	-		1,400 43
				$1,482 90
	To tax on share in Alexandria Library Co., 1840	-		3 00
	" cash paid C. McKnight, fees in case against Portia Hodgson's estate, sent to a jury -	-		4 50
	" tax on share in Library, for 1841 - -	-		3 00
	" Mary Mandeville, on acc't of legacy to her	-		150 00
	" Samuel Bartle, on acc't of judgment against Jos. Mandeville's estate - - -	-		316 37
	" W. C. Gardner, commissions - -	-		13 50
	" A. Moore, register - - -	-		6 66
	" E. Snowden - - - - -	-		1 75
	" balance to new account - - -	-		1,036 70
				$1,535 48
1842.				
May 7	To cash paid A. Moore, commissioner in Mr. West's proceedings - - -	-		30 50
	" cash paid ½ fee bills in case vs. C. A. Alexander	$11 92		
	" " acknowledgment of deed - -	50		12 42
	" " half chancery fee bills, Larmor vs. Mandeville, see decree - -	-		18 59
	" " half marshal's fee, per bill in suit ag'st Rust, the whole amount having been previously credited -	-		10 72
	" " half do. against Rust and Bradley	-		2 11
	" " half amount due by S. Bartle to S. B. Larmour & Co., see commiss'rs report - - - -	-		83 97
	" " balance of execution in favor of S. Bartle - - - -	-		920 26
	" Alexandria Gazette office, for advertising -	-		25 25
	" sundry postages paid by S. B. L. & W. C. G.	-		2 99
	" cash paid Peter Brenner's bill - -	-		6 00
	" commission on $148 63 - - -	-		14 86
	" balance to new account - - -	-		57 66
				$1,185 33

Continued.

CR.

			$3,198 96
1841.			
January 1	By balance - - - - - -	-	$1,482 90
			$1,482 90
	By balance of 3d account settled - -	-	$1,400 43
	" cash of Major Steele, for a debt - -	-	33 30
	" " Wright & Kent - - -	-	101 75
			$1,535 48
1842.			
May 1	By balance of this 4th account, as settled -	-	$1,036 70
	" amount received of E. Snowden - -	-	115 07
	" amount received of Giles Cook, by S. B. L., being half amount due S. B. L. & Co. by Vanmeeter. - - - -	-	24 12
	" amount of P. Brenner, due by him - -	-	9 44
			$1,185 33

Exhibit J.—

DR.

	To cash paid Bernard Hooe - - -	–		$6 62
	" " Edgar Snowden - - -	–		1 75
	" " C. F. Lee - - -	–		3 12
	" balance carried down - - -	–		76 67
				$88 16
	To this amount, being the balance transferred to the account of Eliza F. Gardner, administratrix, carried down - - - -	–		$94 83
				$94 83

DR. *The estate of Joseph Mandeville, deceased, in account with Eliza*

1844.				
August 8	To cash paid Joseph Eaches - - -	–		$15 00
	" do. " Cassius F. Lee - - -	–		13 50
1845.				
January 23	" do. " Bernard Hooe - - -	–		7 43
February 8	" do. " Edgar Snowden - - -	–		1 75
1846.				
Sept'r 15	" do. " Law. B. Taylor - - -	–		20 00
	" balance carried down - - -	–		37 15
				$94 83

Continued.

CR.

1843. May	2	By balance of old account - - -	-	$57 66
		" error in charge for money paid A. Moore's bill, of May 7th, 1842, which is now withdrawn by the executor - - - -	-	30 50
				$88 16
1844. August	7	By balance in the hands of the ex'or this day -	-	76 67
		" error in this amount, twice charged as paid to the register of wills in the 3d account -	-	18 16
				$94 83

F. Gardner, admin'x, de bonis non, with the will annexed. CR.

1844. August	7	By balance from the account of the late William C. Gardner, executor - - -	-	$94 82
				$94 83
1846. Sept'r	25	By balance brought down - - -	-	$37 15

Jno. Hooff's statement.—Statement of John Hooff.

The five drafts exhibited to me, bearing the following dates, viz:

December	27th, 1836 - - -	$1,750 00
February	6th, 1837 - - -	242 25
"	18th, " - - -	1,200 00
"	20th, " - - -	700 00
June	29th, " - - -	1,000 00
		$4,892 25

All the above drafts, drawn by Daniel Cawood & Co. on W. R. & C. Hitchcock, of New York, and on which my name is endorsed as cashier, have been negotiated and collected by this bank, and carried to the credit of Daniel Cawood & Co.

JOHN HOOFF, *Cashier*.

Sworn to by John Hooff, this 3d day of October, 1846, before me,
EDW'D GREEN, *Commiss'r*.

Ed. C. Fletcher's statement.

The statement of Edward C. Fletcher, referred to in the commissioner's report, cannot be found among the papers in this cause.

Chr. Neale's affidavit.—Affidavit of Christopher Neale.

And in further proof of the claim of the said Hitchcocks, the said Christopher Neale made oath that the letter marked C, and dated 17th December, 1836, acknowledging the copartnership, is, so far as regards the signatures of Daniel Cawood and Joseph Mandeville, in their proper handwriting; and that all the papers, prior to the death of Joseph Mandeville, filed in this cause, are in the proper handwriting of the said Mandeville, and, since his death, in the handwriting of Daniel Cawood, except the letters marked A, of 5th July, 1837, and 28 September, 1838, which are in the handwriting of Daniel Cawood, the surviving partner; and all the drafts are in the handwriting of the said Joseph Mandeville, except the one marked B, of the 29th of June, 1837; of course the depositions filed in this cause are not intended as being in the handwriting of the said Joseph Mandeville.

F. X. Masterson's statement.

Statement of Francis X. Masterson.

Francis X. Masterson states that, at the time the salt was delivered Daniel Cawood & Co., to wit, 432½ bushels, and for which said Daniel Cawood & Co.'s receipt, as it appears, was given therefor, on the 9th of May, 1837, the current price of such salt was 45 cents per bushel; and that Sellman & Crook, the plaintiffs in this case, sold large quantities at the same price to various other persons at and about the same time; and such was the current fair price of the article in the city of Baltimore. He further stated, that he was clerk to the said Sellman & Crook at the time the salt was delivered, and that James C. Sellman and Francis A. Crook composed the firm of Sellman & Crook at the time the salt was delivered.

F. X. MASTERSON.

Sworn to by F. X. Masterson, this 3d day of October, 1846, before me,

EDW'D GREEN, *Com'r*.

Commissioner's special report on the requisition of John West.

Commissioner's special report on John West's requisition.

The undersigned commissioner, being duly required by the interlo-

cutory decree in this cause, of the May term, 1846, to report any special matter that either party might require, begs leave to state that John West filed with your commissioner the accompanying requisition in writing, marked No. 1, in compliance with which your commissioner now specially reports:

1st. That the lot on the west side of Royal, between Cameron and Queen streets, and bounded by Royal, Queen, and Pitt streets, in the town of Alexandria, was conveyed to Joseph Mandeville by John D. Sutton and wife, by deed, dated the 1st day of January, 1817, and described in said deed as "bounded by the lot of the late William Ramsay on the south, by Royal street on the east, by Queen street on the north, and by Pitt street on the west, containing about one acre, be the same more or less, except forty-two feet six inches on Royal street, and one hundred and twelve feet on Queen street, late in the tenure of John Mandeville, deceased, and now occupied by his heirs."

Said lot was conveyed by Joseph Mandeville and wife to Robert I. Taylor by deed of trust, dated the 27th December, 1817, by the following boundaries: "by the lots formerly the property of the late William Ramsay on the south, by Royal street on the east, by Queen street on the north, by Pitt street on the west, containing one acre more or less, except forty-five feet six inches on Royal street, and one hundred and twelve feet on Queen street, late in the tenure of John Mandeville, deceased."

The said lot was reconveyed by Robert I. Taylor to the said Joseph Mandeville, by deed of the 17th of April, 1820, by the last mentioned boundaries and reservations.

The said lot was conveyed by Joseph Mandeville to Hugh Smith in trust, by deed dated the 18th May, 1825, by the following boundaries: "one-half square bounded by Royal, Queen, and Pitt streets, with the exception of 44 feet on Royal street, belonging to the late John Mandeville."

The said lot was reconveyed by Hugh Smith to Joseph Mandeville, by deed dated 30th day of March, 1837, by the same boundaries described in the said deed from Mandeville to Smith.

The said lot was conveyed by Joseph Mandeville to Samuel B. Larmour and wife, by deed dated the 30th November, 1827, by the following boundaries: "by Royal street on the east, by Queen on the north, and by Pitt on the west, containing about one acre, be the same more or less, except forty-five feet six inches on Royal street, and one hundred and twelve feet on Queen street, occupied by John Mandeville's heirs."

The said lot was reconveyed to Joseph Mandeville by Samuel B. Larmour and wife, by deed of 11th of March, 1830, by the last mentioned boundaries and reservations.

2d. Your commissioner next reports, that the southern enclosure [being a garden fence] of the property in the possession of Miss Mary and Miss Julia Mandeville, on Royal street, between Cameron and

Queen streets, is within three feet of the house now occupied by John West, which fact has been arrived at by admeasurement by your commissioner, and by the affidavit of Thomas Smith, which is herewith filed, marked No. 2; the property occupied by John West belongs to the estate of Joseph Mandeville, deceased.

3d. Your commissioner has allowed as a credit to William C. Gardner, deceased, as executor of Joseph Mandeville, deceased, in his executorial account, the sum of $1,236 63, as having been paid by said Gardner, as executor aforesaid, to Samuel Bartle, on the evidence of the following several receipts, copies of which are herewith furnished, marked No. 3. Your commissioner, in compliance with the requisition of said West, herewith specially reports a copy of the record in the suit of Samuel Bartle against Wm. C. Gardner, executor of Joseph Mandeville, marked No. 4.

4th. Your commissioner herewith reports the account of John West, marked No. 5, for the use and occupation of the garden lot in the possession of Miss Mary and Miss Julia Mandeville, amounting to $225, and the depositions of Richard Wright and John B. Hancock, in connexion with the deeds above mentioned, relied on to prove that said garden lot belongs to the estate of the said Joseph Mandeville, and that the said Misses Mandeville have had the use and occupation of the same from the 25th day of July, 1837, to the 25th day of July, 1846, and that the annual use of the property was worth the sum charged therefor.

As an allowance or report of this offset would necessarily involve a decision of the title to the lot in controversy, your commissioner deems it proper to submit the whole matter to your honors for the proper adjudication thereon.

Your commissioner further reports the following stocks, as belonging to the estate of the said Joseph Mandeville: ten shares of the stock of the Alexandria Canal Company, see paper marked No. 6, and two shares of the Middle Turnpike Company, see paper marked No. 7.

Your commissioner further reports a stated account of Joseph Mandeville with Daniel Cawood & Co., as taken from the books of said company, shewing a balance in favor of said Mandeville of $5,775 09; whether said balance is subject to any credit, or to what extent, your commissioner is not advised. Your commissioner, at the request of the said West, returns herewith the original deed from John D. Sutton and wife to Joseph Mandeville, and the affidavit of Norman Kerr.

All of which is respectfully submitted.

EDWARD GREEN, *Com'r.*

Commissioner's fee, $7 50.

ALEXANDRIA, *25th September*, 1846.

List of papers returned herewith.

No. 1. Requisition of John West.
No. 2. Affidavit, Thomas Smith.

No. 3. Copies of receipts for the payment of $1,236 63, by W. C. Gardner, executor, to Sam'l Bartle.

No. 4. Sam'l Bartle vs. Joseph Mandeville's ex'r. Record.

No. 5. The account of John West against Miss Mary and Miss Julia Mandeville for the use and occupation of a lot of ground on Royal street.

Deposition of Richard Wright.

Deposition of John B. Hancock.

No. 6. Ten shares of stock of the Alexandria Canal Company. Certificate.

No. 7. Two shares of stock of the Middle Turnpike Company. Certificate.

A statement of Joseph Mandeville's account with Daniel Cawood & Co.

John D. Sutton and wife to Joseph Mandeville. Deed.

Norman Kerr's affidavit.

No. 1. *Requisition of John West, referred to in the comr's report.*

No. 1.

The defendant, John West, under authority of the decree of the court, at May term, 1846, in this suit, requires the commissioner to report specially as to the following matters:

1st. The title of Joseph Mandeville to the lot on the west side of Royal, between Cameron and Queen streets, and bounded by Royal, Queen, and Pitt streets, in the town of Alexandria, setting out specially the date, boundaries, &c., of the original conveyance to Joseph Mandeville, and an abstract of all subsequent conveyances and reconveyances of said property of record.

2d. That said commissioner give a special description of the property on Royal street, between Cameron and Queen streets, claimed to be in the possession of Miss Mary Mandeville and Miss Julia Mandeville, and state specially what distance the southern enclosure of said property is from the dwelling-house now occupied by John West, and to whom the property belongs so occupied by said West.

3d. That said commissioner specially report the evidence on which is allowed as a credit to William C. Gardner, deceased, as executor of Joseph Mandeville, deceased, the sum of $1,236 63, as having been paid by said Gardner, as executor aforesaid, to Samuel Bartle; and in connexion with said matter that the said commissioner report a copy of the record of the United States circuit court of the District of Columbia, sitting in the county of Alexandria, in the suit of Samuel Bartle against said Gardner, executor of said Mandeville; a copy of said record, duly certified, being herewith handed said commissioner.

JOHN WEST.

September 22, 1846.

4th. Also, my account against Mary and Julia Mandeville, for use and occupation of garden lot, amounting to $225; also, the Alexandria

Canal and other stocks held by the late Joseph Mandeville, and the evidence of any other personal estate or interest therein belonging to the estate of Joseph Mandeville, deceased.

J. W.

No. 2.—Affidavit of Thomas Smith.

No. 2.—Affidavit of Thomas Smith.

DISTRICT OF COLUMBIA,

Alexandria county, to wit:

Thomas Smith [carpenter] personally appeared before me, the subscriber, a justice of the peace in and for the county aforesaid, and made oath in due form of law, that, at the request of John West, he measured on this day a lot of ground, now in the occupancy of Miss Mary and Miss Julia Mandeville as a garden, and found that said lot was 113 feet 9 inches deep, running west from Royal street, and contains a front on said street sufficient for three building lots; and that the fence enclosing said lot on the south runs as near as three feet to the house occupied by John West, which said house and lot, in the possession of said West, belong to the estate of Joseph Mandeville, deceased.

Given under my hand, this 28th day of April, 1846.

JOSEPH EACHES, *J. P.*

Copies of receipts No. 3.

No. 3.

Copies of receipts for the payment of $1,236 63 by W. C. Gardner, executor to S. Bartle, referred to in the commissioner's report. [This exhibit cannot be found among the papers in this cause.]

No. 4.—Record, Bartle vs. Mandeville's executor.

No. 4.

Copy of record in the suit of Bartle vs. Mandeville's executor.

DISTRICT OF COLUMBIA, *sct:*

Pleas before the honorable the judges of the United States circuit court of the District of Columbia, for the county of Alexandria, at the court-house in the town of Alexandria, the 10th day of October, 1839.

SAMUEL BARTLE, plaintiff,
vs.
WILLIAM C. GARDNER, executor of Joseph Mandeville, deceased, defendant.

Be it remembered, that heretofore, to wit, at rules held in the clerk's office of the court aforesaid, for the month of August, 1838, came the plaintiff, by Thomas Semmes, his attorney, and filed there a certain declaration in writing, in these words, to wit:

ALEXANDRIA COUNTY, *to wit:*

Samuel Bartle complains of William C. Gardner, executor of Joseph

Mandeville, deceased, in custody, &c., of a plea of trespass on the case, for this: that whereas the defendant's testator heretofore, that is to say, on the day of , in the year 1837, at the county aforesaid, was indebted to the plaintiff in the sum of fifteen hundred dollars for merchandize before that time sold and delivered, by the plaintiff, to the defendant's testator, at his special request; and for money had and received by the defendant's testator to the use of the plaintiff; and for money lent and advanced by the plaintiff to the defendant's testator at his special request; and for money paid, laid out, and expended by the plaintiff, for the defendant's testator, at his special request; and for work and labor done and performed, by the plaintiff, for the defendant's testator at his special request; and being so indebted, the defendant's testator afterwards, that is to say, on the day and year aforesaid, at the county aforesaid, in consideration thereof, undertook, and then and there faithfully promised to the plaintiff that he, the defendant's testator, the said several sums of money, when requested, would well and truly pay to the plaintiff; and whereas the defendant's testator afterward, that is to say, on the day of , in the year aforesaid, at the county aforesaid, accounted with the plaintiff of and concerning divers sums of money from the said defendant's testator to the said plaintiff before that time due, owing, and then in arrear and unpaid; and upon such accounting, the said defendant's testator was then and there found in arrear, and indebted to the said plaintiff, in the further sum of fifteen hundred dollars; and, being so found in arrear and indebted, the said defendant's testator afterward, that is to say, on the day and year last mentioned, at the county aforesaid, in consideration thereof, undertook, and then and there faithfully promised to pay to the plaintiff, when thereto afterward required, the said mentioned last sum of money; nevertheless, the defendant's testator, his said promises in no wise regarding, the said several sums of money, nor any part thereof, though often required, to the plaintiff hath not paid; nor has the said defendant, since his testator's death, paid any part thereof, but the same to pay always refused, and still refuses, to the damage of the plaintiff fifteen hundred dollars; and therefore he brings suit, &c., &c.

TH. SEMMES, *P. Q.*

JOHN DOE
and
RICHARD ROE. } Pledges, &c.

Whereupon, the said defendant being arrested, and not appearing, on motion of the plaintiff, by his attorney, it was ordered, that judgment be entered for the plaintiff against the defendant for what damages the plaintiff hath sustained by occasion of the non-performance of the promises and assumptions in the declaration mentioned, unless the said defendant should appear, and plead to issue at the then next rules.

At which day, to wit, at rules held in the clerk's office of the court aforesaid, for the month of September, 1838, the defendant still failing to appear, on motion of the plaintiff, by his attorney, it was ordered,

that the last order made against him in this cause be confirmed, and that the plaintiff's damages be ascertained by a jury at the then next term.

At another day, to wit, at a court continued and held for the district and county aforesaid, the 29th day of October, 1838, came as well the plaintiff, by his attorney aforesaid, as the defendant, by Robert I. Taylor, his attorney; and thereupon, the said defendant defended the force and injury, when, &c., and for plea said, that he did not assume upon himself, in manner and form as the plaintiff against him had complained; and of this he put himself upon the country, and the plaintiff likewise, &c., &c.

And for further plea said, that he did not promise or assume upon himself, in manner and form as the plaintiff against him had complained, at any time within five years next before the commencement of plaintiff's action aforesaid against him, and this he was ready to verify; wherefore, &c.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 13th day of October, 1838, came the parties aforesaid, by their attorneys, and thereupon it was agreed between them that the plea of the act of limitations, put in by the defendant, be withdrawn, and that the accounts between the parties [both the accounts between the plaintiff and the defendant's testator, which accrued more than five years ago, as well as those since] be referred to master commissioner Eaches, to settle and audit the accounts between the parties, with leave to each party to bring testimony, and with power to the said commissioner to examine witnesses on the subject matter of said accounts, and to report to this court at May term, 1839; the books of the parties to be admitted as evidence.

And at another day, to wit, at a court continued and held for the district and county aforesaid, the 10th day of June, 1839, came the parties aforesaid, by their attorneys aforesaid, and the commissioner filed the following report:

SAMUEL BARTLE,
vs.
JOS. MANDEVILLE'S executor. } October term, 1838.

"It is agreed, between the parties to the above cause, that the plea of the act of limitation, put in by the defendant to the above cause, be withdrawn, and that the accounts between the parties [both the accounts between the plaintiff and defendant's testator, which accrued more than five years ago, as well as those since] be referred to master commissioner Eaches to settle and audit the accounts between the parties, with leave to each party to bring testimony, and power to said commissioner to examine witnesses on the subject matter of said accounts, and to report to this court at May term, 1839; the books of the parties to be admitted as evidence."

COMMISSIONER'S OFFICE, *May* 31, 1839.

To the honorable judges of the circuit court of the District of Columbia for the county of Alexandria:

Under the authority vested in your commissioner by the above decree of your honorable court, your commissioner gave notice to the parties in the cause when he was prepared to enter into an investigation of this case; the parties appeared, and furnished him with such books and papers as they were in possession of, deemed by them material in this case; they have since attended at his office, when it was considered important, either by them or him, that they should do so. Several witnesses have been examined on oath, the substance of whose testimony will be found either embodied in this report or accompanying it.

After a full investigation of all matters and things touching the accounts between the parties, so far as the evidence will enable your commissioner to form an opinion, he now respectfully reports: That it appears from the books of Joseph Mandeville, contracts between him and the plaintiff, certificates of various persons, and testimony of others upon oath, that the plaintiff in this cause, Samuel Bartle, has been for many years [as far back as prior to 1831, and up to the time of the death of the defendant's testator] the carpenter of Joseph Mandeville, and done nearly, if not all, the carpenters' work required by said Mandeville; for which the said Mandeville continued to furnish him with goods and money on account, without ever having a complete settlement of accounts between the parties. On the 17th of February, 1834, the debits against Samuel Bartle, on the books of Samuel B. Larmour & Co., [a firm of which Joseph Mandeville was a partner,] were added up, and a balance struck [without giving said Bartle any credits] of nine hundred and twelve dollars and one cent, [$912 $\frac{01}{100}$,] and the same balance struck in Samuel Bartle's "pass book." And on the 30th of April, 1835, Joseph Mandeville has given Samuel Bartle credit on the books of Samuel B. Larmour & Co. for various bills of work, amounting to $934 81; this is the nearest approach to a settlement between the parties, and these bills, [though he has no means of ascertaining with great certainty,] your commissioner believes, were for work done prior to the year 1834.

The plaintiff now exhibits bills against the defendant's testator, No. 1 to 13 inclusive, and contracts No. 1, 2, and 3, and amounting in all to dollars 1,810 18½. These bills, it is understood, he never rendered, and they are not to be found amongst Joseph Mandeville's papers relating to Samuel Bartle's accounts, with the exception of one small bill [No. 2] of $18 50, which said Mandeville passed to the credit of said Bartle on the 30th of April, 1835, and filed the bill amongst his papers.

In order to admit the several charges of the plaintiff it appeared important to your commissioner that the fact of the work having been done should be proved by other evidence than the books of the plaintiff, and also that the charges were reasonable; the former has been done to the

satisfaction of your commissioner, in all cases where he reports the bills as unquestionably due; and the latter generally by the testimony of David Price and Jesse Skidmore, both carpenters, who examined every item in the whole account, excepting the bills No. 1 and 11, measured by Thomas K. Beale; and in the course of David Price's examination, upon oath, he stated that it is customary for the measurer to fix the price of carpenters' work whether the work is described in the "book of prices" or not. The measurer's account is, therefore, taken by your commissioner as satisfactory evidence of the correctness of the charges in bills No. 1 and 11. George Bartle also states, upon oath, that "the several charges in the various bills, as far as he knows and believes, are correct, and were generally made before Joseph Mandeville's death, and such as Joseph Mandeville before had not objected to."

In the statement of the accounts between the parties, it will be seen that your commissioner has admitted the following bills and contracts, the evidence being conclusive to his mind; see statement of accounts, marked A, and paper marked B, containing lists both of those claims admitted and those "suspended." Of bill No. 1, $69 36 is passed upon the measurement of Thomas K. Beale, see paper marked No. 1; of bill No. 3, $45 75 proved by Dan'l Cawood, see paper marked No. 3, and D. Cawood's deposition.

Of bill No. 10, your commissioner has admitted $134 52, that much having been proved by the testimony of Dan'l Cawood, Matthew Meagher, and George Bartle, see items checked off with red ink. Bill No. 11, $255 40 proved by the testimony of William Yeaton and Thomas H. Jones, and Thomas K. Beale's bill of measurement. Of No. 12, $40 proved by contract and admitted by Samuel B. Larmour, who was a partner of Joseph Mandeville, and will have to account to his estate for one-half of the forty dollars; and $1 76 proved by George Bartle. Bill No. 1, $35 42, proved by Daniel Cawood, and [after a deduction of five dollars] included in account with Daniel Cawood & Co.

Contracts No. 1, 2, and 3, amounting to $548, proved by the contracts themselves accompanying this report, and the testimony, upon oath, of William Yeaton, that the work was done.

When Joseph Mandeville credited Samuel Bartle's account on the books of Samuel B. Larmour & Co., on the 30th of April, 1835, with $934 81, it will appear by examining a general account which the plaintiff had then rendered said Mandeville, and which has been found amongst Mandeville's papers, and is now submitted with this report, that there were two or three small bills which he omitted to credit, and he made a memorandum of the fact on one of the bills filed away amongst his papers. After a thorough examination, both by your commissioner and the defendant in this cause, they were both satisfied that he had omitted the following sums of $26 88, $17 23, and $22 37, amounting to $66 48, which your commissioner passes to the credit of Samuel Bartle in account. Attached to Samuel Bartle's account, as filed in this cause, after enumerating bills No. 1 to 13, and contracts No. 1, 2, and 3, will be found a schedule of such bills as had been

rendered before; all of which, after the correction above noticed, had gone to the credit of Samuel Bartle, on the books of Samuel B. Larmour & Co., previous to Joseph Mandeville's death, with the exception of one bill, amount $158 19½. Of this bill not having gone to the plaintiff's credit, he appears to have been entirely ignorant until your commissioner called his attention to the fact. He then found, in a book which he kept in the years 1831, 1832, and 1833, for the purpose of record, a copy of a bill corresponding in amount with this bill, in the handwriting of George Bartle, from the original bill of measurement by Thomas Preston, which copy George Bartle swears he made from the original, which it is fair to presume had been delivered to Joseph Mandeville. The copy is recorded subsequent to some and prior to other recorded bills which have been passed to the credit of Samuel Bartle by Joseph Mandeville, and the evidence is entirely satisfactory to your commissioner. The bill not having been credited by Joseph Mandeville, and not being included in Samuel Bartle's statement of his claims, your commissioner has added it to his credits. In bill No. 11 there are charges marked † to the amount of $53 12, which William Yeaton, who superintended the work, was inclined to the opinion should have been included in the contract; but Thomas H. Jones, who also superintended the work, and James W. Sears and David Price, carpenters, are of the opinion that the charges are just. Your commissioner, concurring in opinion with the three latter named persons, has permitted the charges to stand as made by the plaintiff. Your commissioner has now enumerated all the claims of the plaintiff which he considers unquestionably proved, amounting to $1,314 06½, [see paper marked B,] being in addition to the credit made by Joseph Mandeville, on the 30th of April 1835, of the sum of $934 81. Of the "suspended" claims of the plaintiff, amounting to $803 17, see paper marked B, your commissioner will more fully explain his views at the close of this report.

The charges presented by the defendant against the plaintiff, one of which to the amount of $100, (the evidence comes alone from the plaintiff,) have been unhesitatingly admitted by him, with the exception of a charge of $118 20, for goods furnished by retail store from June 30th, 1834, to February 12th, 1835. The items composing this account of $118 20, do not appear ever to have been regularly entered on the books of Joseph Mandeville, or Samuel B. Larmour & Co., but "tickets" kept, and the charge finally made in one entry. Rich'd Wright, who kept the books of Samuel B. Larmour & Co. at the time, and who made the entries, swears to its correctness, and your commissioner has allowed it.

Your commissioner, by consent of all parties, has given the defendant credit for all claims of Samuel B. Larmour & Co., and Daniel Cawood & Co., against Samuel Bartle; the estate of Joseph Mandeville will, consequently, be accountable to Samuel B. Larmour and Daniel Cawood for one-half of the respective claims of Samuel B. Larmour & Co., and Daniel Cawood & Co. With regard to those parts

of Samuel Bartle's bills against Joseph Mandeville, enumerated in paper marked B, which your commissioner has classed under the head of "suspended," amounting to $803 $\frac{17}{100}$, your commissioner has to report, that there is abundant evidence, both from the certificate of various persons (No. 1 to 13) and the testimony taken upon oath of others, that the plaintiff, during the time in which he charges that the work specified in said bills was done, was generally, if not always, employed by said Mandeville when he desired any of his houses to be repaired. It is not only proved that the plaintiff was Joseph Mandeville's carpenter generally, but it is also proved that he repaired each house. One of the witnesses (Daniel Cawood) stated, that the services rendered "must have amounted to a very considerable sum. Another (Peter Henderson) states, that "the said Bartle has been engaged, most of his time, for the last five or six years, in working for said Mandeville." A third, (Jesse Skidmore,) in most points, corroborates the testimony of the two first named, and goes on to name the number of hands employed by said Bartle, closing with the remark, that "he has examined the said Bartle's bills, and thinks, for the length of time said Bartle was engaged, and the work charged as having been done, that the bills of said Bartle are very moderate," and that "he (the deponent) was carpenter at one time for said Mandeville, and recollects, that his bill, in one year, for repairing house described in bill No. 7, was about $200, (besides other considerable bills for repairs of other houses.) This house, owing to the character of the occupants, required frequent repairs." But no one of the witnesses, so far as relates to any part of the suspended charges, amounting to $803 $\frac{17}{100}$, has been able to fix upon any definite amount. The "suspended" portions of bills No. 1, 3, 4, 5, 6, 7, 8, and 9, all stand upon precisely the same footing—that is, proof of work having been done on each house described in those bills; but no particular work specified, nor definite value stated, by any one of the witnesses. No. 10 is what Samuel Bartle designates as "Joseph Mandeville's private bill." The items are for various job work not included in any other bills. $134 52 of this bill is satisfactorily proven, leaving $105 $\frac{31}{100}$ in doubt. The part of bill No. 12 not conclusively proved, is for work which said Bartle alleges he done on the old Brew House, in addition to his contract, at the request of Joseph Mandeville. The whole amount of this bill is $64 $\frac{51}{100}$, and $40 of it is proved by the contract filed with this report, and admitted by Samuel B. Larmour, an interested party, who does not deny that more work was done, but objects to paying more than his portion (one-half) of the forty dollars. The charge of 1 $\frac{76}{100}$ is proved by George Bartle, leaving the balance of $22 $\frac{75}{100}$ as before stated; which charge the plaintiff alleges is for work ordered by Joseph Mandeville, but has produced no evidence to sustain his claim. Your commissioner believes, from a conversation had with Samuel B. Larmour on the subject, that more work was done by the said Bartle than the contract embraces.

As regards the bill of $37 $\frac{62}{100}$, for filling up Cameron street lot, &c., in the year 1833, which the plaintiff alleges was omitted in rendering

his account, previous to the 30th of April, 1835, your commissioner has to report, that he finds said bill regularly copied, amongst other bills of about the same date, on the said Bartle's record book kept by him at that time, and he has satisfied himself that it never has gone to the credit of said Bartle on the books of Samuel B. Larmour & Co., or Joseph Mandeville. Your commissioner has no doubt the labor was performed, and he would have included it in the bills unquestionably due, but for the circumstance of there being three other charges for work done on the same lot; one bill, No. 2, $18 50, for which Joseph Mandeville gave the plaintiff credit; one for $12, and the other $9, charged in Joseph Mandeville's private bill, proved by George Bartle, admitted and passed by your commissioner; and from the testimony of James English and John Chance, (theirs being the only testimony touching this point,) it will appear that there is no proof of Samuel Bartle having superintended the filling up of that lot more than two or three times, yet your commissioner considers the fact of this bill having been recorded amongst the old bills, as strong presumptive evidence of its being a fair claim. The bill under date of 1834, amount $98 $\frac{58}{100}$, for sinking well, &c., at Joseph Mandeville's house, north end of Pitt street, your commissioner has set down in the list of "suspended," because of there being no evidence of the fairness of the prices charged. David Price's and Jesse Skidmore's testimony, that the carpenters' work, generally, is fairly charged, will not cover this bill, as there is little or no carpenters' work charged in it. John Chance's testimony establishes the fact of the well having been sunk, and renders it probable that the dirt was hauled by the plaintiff. Your commissioner, in investigating the charges in this bill and others, called for the plaintiff's record book, containing the charges; but learns from him that, since the year 1833, he made his charges against Joseph Mandeville on scraps and loose sheets of paper, and never recorded them in any book; only part of the bills before rendered and admitted by Joseph Mandeville were recorded in Samuel Bartle's books. Your commissioner reports this bill amongst the "suspended," leaving it for the jury to fix a value on the work connected with the sinking of the well, and to determine whether or not the plaintiff is entitled to the seven dollars and thirty-three cents for hauling dirt from the house to lot back of the theatre. Your commissioner has now given his reasons for not passing the several charges in the plaintiff's bills, amounting, in all, as per list in paper marked B, under the head of "suspended," to 803 $\frac{17}{100}$, and has, on the other hand, furnished all the evidence which has come to his knowledge in support of said "suspended" claims.

Were your commissioner's decision final in this cause, knowing, as he does, that Joseph Mandeville on the 30th of April, 1835, allowed the plaintiff the full amount of such bills as he then passed to the credit of the plaintiff, and having no reason to believe or suppose that the recent bills are less reasonable than those, he would credit the plaintiff with a large portion of the "suspended" claims; but seeing that the matter is to be submitted to a jury, he prefers reporting the facts con-

nected with the case, and leaving it to the jury, under the direction of your honorable court, to determine what part of the plaintiff's claims they will award to him.

Finally, your commissioner reports: That after allowing the defendant all the credits he is entitled to, he will unquestionably owe the plaintiff the sum of $\$138\frac{45}{100}$, to bear interest from the 1st day of September, 1837, until paid; and further, that he will owe the plaintiff so much of the "suspended" claim of $\$803\frac{17}{100}$, as the jury and court may determine under the evidence in the case the plaintiff is justly entitled to, to bear interest from the same date.

The parties in this case have had due notice of the time of closing this report, and both attended at your commissioner's office. Your commissioner's fee in this case is $45, which has been accounted for to him by the plaintiff in this cause.

All of which is respectfully submitted by

JOSEPH EACHES, *M. C.*

ALEXANDRIA, May 30th, 1839.

Accounts, affidavits, &c., accompanying and referred to in the foregoing report.

BILL No. 1.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work done at Miss Mary and Julia Mandeville's.

1834.	To 1100 feet old shingling removed, sheathing repaired, roof braced up, and reshingled with 6 inch courses, $2 50 -	$27 65	
	" 702 feet ripped weather boarding, rabeted and beaded, also reframing, $4 50	31 59	
	" 105 ft piecing shingling to old roof, 3.34	2 45	
	" 84 ft reveal board, 6 cents, 2 tin gutters	5 54	
	" shingling new eave course - -	50	
	" $52\frac{1}{2}$ feet eave board spring, 8 cents -	4 20	
	" 1 skylight, complete, glass frame -	5 00	
	" 29 feet rim boxed eave, $12\frac{1}{2}$ cents -	3 $62\frac{1}{2}$	
	" $27\frac{1}{2}$ feet eave gutter, $12\frac{1}{2}$ cents - -	4 $66\frac{1}{2}$	
			$85 22
1835.	To 1 common shelf and beackett, 1 rafter strip and fixing - - -	84	
	" 43 feet corner board, 6 cents - -	2 58	
	" $17\frac{1}{2}$ feet ledge shutters, 10 cents -	1 75	
	" $52\frac{1}{2}$ feet ledge doors, 9 cents - -	4 $90\frac{1}{2}$	
	" 47 feet hanging stile casings to door 7 cts	3 29	
	" 4 pair hooks and hinges, 17 cents -	68	
	" 4 pair H. L. hinges, 30 cents - -	1 20	
	" 4 carpet sills, 42 cents - - -	1 68	

	To 212 feet studing and rough boarded partition, $2\frac{17}{100}$ cents - - -	$4 60	
	" 12 lights oval, 8 by 10 sash, $12\frac{1}{2}$ cents -	1 50	
	" 3 feet angle board to window, 6 cents -	18	
	" $18\frac{1}{2}$ feet narrow square casing to door, 6 cents - - - - -	$92\frac{1}{2}$	
			$24 13
			109 35
1836.	To measurement paid on this amt [$109 35]	-	1 64
			110 99
	Deduct 45 per cent. $49 63	-	49 63
			61 36
	" 1 inside door, new trimming partition -	2 00	
	" superintending cellar - - -	3 50	
	" tin gutters furnished - - -	1 00	
	" taking up old floor and joists, and taking down old partitions - -	3 50	
			10 00
			71 36

BILL No. 2.

Joseph Mandeville's estate, Dr. to Samuel Bartle.

1834.	To superintending his laborers in digging and filling up his lot - -	$5 00	
	" making large trunk through Queen street, and removing the old one, and inserting new one - - - -	12 00	
	" making small trunk back of the theatre	1 00	
	" furnishing and putting iron stays on do.	50	
		$18 50	$18 50

BILL No. 3.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work and materials on his castle house, corner of King and Henry streets.

1834.	To cleaning off cellar floor - -	$2 50	
	" emptying well and deepening it -	22 50	
	" 36 loads loam and putting in do. -	8 70	

	To making a double privy -		$22 00	
	" back cellar windows and patching kitchen		7 36	
	" taking down partition - -		1 00	
	" easing and fitting three doors -		1 50	
	" mending two sash - -		1 00	
	" taking off, repairing, and putting on two locks - - -		2 25	
	" fitting and rehanging two shutters -		1 50	
	" repairing double privy - - -		3 25	
	" repairing old stable - - -		6 75	
	" stuff and nails for do. - - -		9 62½	
				$89 93½
1836.	" repair of back fence - - -		2 30	
	" mending cellar steps - - -		1 25	
	" mending three flights sash - -		1 87½	
	" sash easings - - - -		75	
	" beads and stops to windows - -		1 25	
	" material found - - -		4 75	
				12 17½
1837.	" taking water out of cellar and well -		16 00	
	" price of dirt, cartage, filling up cellar, and cover to well - - -		16 75	
	" repairing pavement, materials, shoe to spout - - - -		5 00	
	" labor removing old floor, superintending		8 00	
				45 75
				147 86

Bill No. 4.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work and materials on house corner of Cameron and Pitt streets.

1834.	To front cellar door - - -		$3 50	
	" step ladder to cellar - - -		2 50	
	" rivets, nails, screws, &c., for do. -		1 37½	
	" repairing fence and back cellar door -		8 50	
	" repairing back cellar steps - -		1 30	
	" shoving up kitchen joists and trimmer -		1 50	
	" head piece and repair of kitchen fence -		3 12½	
	" mending chimney gutter - -		1 25	
	" new trap door - - - -		2 50	
				$26 55
1835.	" mending shutters, fitting and hanging -		1 25	

	To casing and rehanging three doors	$0 75	
	" taking off and repairing four locks	2 12½	
	" fitting sash for four windows	75	
	" 3 carpet strips	95	
			$5 82½
1836.	" new back cellar door and step ladder	4 75	
	" repairing and hanging gate	87½	
	" new base board	30	
	" repairing front cellar door, hasp, &c.	1 12½	
			7 05
1837.	" mending sash	87½	
	" 1 new sash, 15 lights 8 by 10, 1 do., 12 lights do.	3 25	
	" fitting do	62½	
	" window sills, stops and bead stops	2 00	6 75
			46 17½

No. 5.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work and materials on the house formerly occupied by Cartwright.

1834.	To new floor, seats, and risers in privy	$2 25	
	" box for do. and repair of roof	1 12½	
	" nailing up woodhouse, opening new door	1 87½	
	" gate posts, hinges, bolt, setting posts, &c.	2 10	
			$7 35
1835.	To 1 new shutter	1 12½	
	" hinges and bolt	62½	
	" piecing and cleating floor	97½	
			2 72½
1836.	To mending back door	62½	
	" do. front door	68	
	" 2 sets castings, and repairing sills	1 87½	
	" 2 do. rabbit strips	2 62½	
	" 2 pair hinges and putting on	75	
	" 2 bolts, 2 thumb latches	60	
	" repairing gate	40	
	" new privy box	75	
	" repairing fence	3 87½	
			12 18½
1837.	To 2 carpet sills	75	
	" easing and fixing doors	62½	
	" nailing weather boarding	75	

	To repairing door and base board	$1 36	
	" repairing fence	87½	
			$4 36
			$26 61

BILL No. 6.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work and materials on the house adjoining the house on the corner of Cameron and Pitt streets.

1834.	To fence, made in part and part repaired	$3 80	
	" 2 gates made and hung	2 50	
	" 8 bead strips to windows	1 00	
	" new cellar door and repairing ladder	6 00	
	" new floor in cellar	9 75	
	" 24 rivets, hasps and staples	2 34	
			$25 39
1835.	To taking off two locks, repairing and putting on	1 50	
	" mending and fitting sash	75	
	" fitting and nailing up mantel	62½	
	" new bottom rail and meeting rail to sash	62½	
	" step ladder and new cellar door	4 75	
			8 25
1836.	To back cellar window and frame	2 25	
	" paving and mending curve with brick and sand	7 25	
	" 3 carpet sills	87½	
	" 3 doors refitted and hung, and 1 hinge found	1 12½	
			11 50
1837.	To mending front cellar door	1 12½	
	" mending gate and repairing fence	1 00	
	" shoe to spout and repairing privy	2 00	
	" easing and fixing kitchen door and casings	87½	
	" easing and fixing middle door with carpet strip	87½	
	" raising privy and boarding round it	2 50	
	" limeing privy	75	
			9 12½
			$54 26½

BILL No. 7.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work and materials on house near the corner of Pitt and Princess streets.

1834.	To cow house roof of second hand shingles	$12 00	
	" half of repairs on division fence between us	5 75	
	" 111 feet back fence put up	8 30	
	" 102 feet fence repaired	5 42	
	" repair on division fence	2 12½	
	" 87 feet front fence put up	6 87½	
	" mending front door	1 75	
	" new gate	2 25	
	" 15 lights of sash and putting in	1 87½	
	" 1 pair hooks and hinges	75	
	" front gate repaired, new posts, &c.	1 12½	
	" mending large sash, meeting rail stile and bottom rail	1 68	
	" shingling kitchen	18 52	
	" scaffolding, taking off old roof	3 50	
	" cartage	25	
	" cutting out and putting in 12 lights, window frame, with sash, glass, &c.	3 62½	
	" 2 pair of blinds	12 62½	
	" wooden gutter and spout	3 37½	
	" 2 pieces of tin for roof, each 6 feet	3 50	
	" 2 do., 1 of 9 ft., the other of 7 ft., long	3 87½	
			$99 17
1835.	To ¼ Carolina tongued and grooved floor laid	7 23	
	" 1 floor of joists	4 75	
	" 54 feet of wash board	4 12½	
	" clearing round room and 4 carpet strips	2 37½	
			18 48
1836.	To 1 mantel taken down and reset	75	
	" range of brick gutter north side of the house	3 00	
	" trimming trimmer and laying hearths	4 62½	
	" 2 brick gutters leading to well	4 50	
	" bricking up ends of joists	1 37½	
	" 3 pair blinds	12 00	
	" 3 bolts and screws	35	
	" 6 hinges and screws	2 70	
	" 64 feet floor and sleepers	3 50	
	" 2 ft. floor by 8¼ c.	86	
	" 1 ledger door with 4 lights of sash	3 00	
	" 32 feet wash board	2 50	
	" 3 steps to kitchen, large stuff	2 50	

	To 1 door sill and 3 carpet strips - -	$1 75	
	" 1 partition 8 ft. × 8 ft. narrow boards -	3 75	
	" architrave and hanging stile - -	1 75	
			$48 91
1837.	To trunk under pavement - -		
	" bead stops to windows - -		
	" patching, weather boarding, and renailing		
	" easing doors and sash - - -		
			4 25
			$171 81

BILL No. 8.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work done on his house on Royal, between Cameron and Queen streets.

1834.	To 5 moulded window sills - -	$5 00	
	" sheathing in kitchen - - -	2 75	
	" repairing fence on north side of lot -	3 76	
	" to do. on front do. and range of sub-board, 60 feet - - -	2 75	
	" new palings - - - -	87½	
	" changing the hang and repairing gate -	1 12½	
	" repairing 7 pair of blinds - -	7 00	
	" 2 sets of mouldings - - -	75	
	" uprighting and repairing 36 feet fence -	3 42	
	" 1 pair steps - - - -	3 50	
	" 12 feet of fence, with cap and facia -	10 00	
	" 12 do. repaired - - -	5 34	
	" repairing privy - - -	2 10	
			$48 37
1835.	To casing windows and 10 ft. washboard -	2 00	
	" repair on sash - - - -	1 37½	
	" shelves in kitchen - - -	1 62½	
			5 00
1836.	To 2 window frames and trimmings -	8 12½	
	" refitting doors - - - -	1 37½	
	" carpet sills - - - -	34	
			9 84
1837.	" 36 feet middle fence - - -	7 21	
	" gate - - - - -	1 12½	
	" 1 pair hooks and hinges - -	75	
	" hooks and staples - - -	16	
	" bead stops to windows - - -	62½	

	To stops to frames - - -	$0 50	
	" buttons to windows - - -	87½	
	" fastenings to doors - - -	1 37½	
			$75 83

Bill No. 9.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work done on his two houses on Fairfax street, north of Queen street.

1834.	To mending cellar steps - - -	$1 25	
	" 2 hooks for doors - - -	25	
	" mending fence - - -	3 75	
	" new gate - - -	2 50	
	" 1 pair hooks and hinges - -	75	
	" repair on privy - - -	2 62½	
			$11 12½
1835.	To hasp and staples - - -	62½	
	" new front door - - -	5 25	
	" 24 lights, sash - - - -	2 25	
	" mending sash - - - -	1 12½	
			9 25
1836.	To partition in cellar - - -	4 25	
	" mending cellar steps - - -	1 30	
	" mending back door - - -	62½	
	" mending 4 pair blinds - - -	3 50	
	" 3 hooks and 4 bolts - - -	1 25	
			10 92½
1837.	To repair on bar - - - -	2 50	
	" 1 pair hinges for bar door - -	25	
	" mending cellar door - - -	75	
	" putting up mantel - - -	62½	
	" repairing cellar door sill, &c. - -	75	
	" fitting and hanging door - -	44	
	" stops to windows - - -	42	
	" step ladder to cellar - - -	2 50	
			8 23½
	" repair on stairs - - -	1 40	
	" cutting and fixing counter - -	1 00	
	" putting on front door locks - -	30	
	" mending front door - - -	62½	
	" mending back do. - - -	50	
	" hanging do. with strap hinges - -	50	

	To 2 slide hook plates, and putting on -	$0 50	
	" hanging shutter with hooks and strap -	50	
	" reveal put in frame - - - -	30	
	" 4 bead stops - - - -	37½	
	" 3 window do - - - -	50	
	" easing door and shutter - -	37½	
	" hedging up cellar door and joists -	1 50	
	" sub washboard - - -	1 25	
	" stauncheon under trimmer joist -	1 00	
	" sawing timber - - -	1 50	
	" laying hearth - - -	1 25	
	" 12 lights, sash 8 x 10, and fitting -	1 20	
	" 6 do. do. 10 x 12 -	1 00	
			$15 57½
			$55 11

Bill No. 10.

Joseph Mandeville's estate, Dr. to Samuel Bartle.—Joseph Mandeville's private bill.

1834.	To 2 horses for stands - - -	$2 87½	
	" shelving - - - -	2 62½	
	" wood house - - - -	2 25	
	" bench - - - -	1 50	
	" repairs on back door and sill - -	1 00	
	" do. on back gate - - -	62½	
	" do. on water house - -	87½	
	" shoe to spout - - - -	87½	
	" moving and fixing counters and new ends - - -	4 50	
	" 2 range shelving, 14 in. wide 18 ft. long } " 12 scolloped brackets - }	3 62½	
	" 2 slides under counter - -	2 62½	
	" cutting and fitting desk and back earings	2 75	
	" sheathing water house - -	3 30	
	" clothe's horse, with 4 folds - -	3 50	
			$32 92½
	" do. do. do. 3 do. - -	3 00	
	" 2 crickets - - - -	1 00	
	" 24 lights, sash 8 x 10, and fitting -	3 00	
	" repair on grape arbor - - -	2 75	
	" screwing up joists and repairing wood house, putting in scantling - -	3 75	

	To 3 packing boxes	$7 00	
	" 1 set of testers	1 50	
	" 1 do. curtain rods	1 25	
	" mending cellar door	1 87½	
	" mending step ladder	87½	
	" 2 fire boards	3 50	
	" stopping leak in roof of covered way	75	
	" superintending laborers, filling in lot back of theatre	12 00	
			$43 25
1835.	To repairs on wood house	1 75	
	" wooden horse and stand	2 50	
	" repair in base	87½	
	" 2 narrow boarded ledge doors	3 50	
	" splicing and fixing sill to old house	2 25	
	" door sill and facia	1 25	
	" 2 sets of mouldings	1 00	
	" step to privy	1 50	
	" making salt box	2 75	
	" 4 packing boxes, *a* 75 c. each	3 00	
	" 6 do. do. *a* 62½ c. each	3 75	
	" draws, with slides	3 00	
	" 2 shelves, 12 ft. long, 12 in. wide, with brackets	2 50	
	" 3 bolts	62½	
	" 1 lock, and putting on	25	
	" stand for flower pots, with 3 steps	3 50	
	" nailing weather-boarding	30	
	" hanging 2 doors, with fastenings	1 00	
	" making ledge table, with draws	3 50	
	" do. small do.	2 50	
	" 1 chicken coop	4 50	
	" superintending his lot back of theatre	9 00	
	" mending old coop and making trough	2 25	
	" window buttons and repairs on blinds	3 75	
			60 80
1836.	To mending sash, with new bottom rail	37½	
	" 1 six pannel double-worked door	6 50	
	" 1 cellar door, thick stuff	3 50	
	" fall piece	27½	
	" 3 round rods, 8 feet long	45	
	" frame and bead stops	36½	
	" 2 flights of second-hand sash	1 75	
	" 1 second-hand ledge door	1 25	
	" mending kitchen door	75	
	" stops to windows	25	

	To strips	$0 16	
	" raising girders in warehouse on King street	3 50	
	" uprights under girders	2 75	
	" shifting partition for keeping corn	2 50	
			24 48½
1837.	To laying floor in warehouse on King street	21 00	
	" fitting in door sill	50	
	" 2 stair steps	62½	
	" 280 feet cleating	5 62½	
	" posts and railing to hatchway	2 50	
	" 4 half staples	50	
	" railing to stairs	2 00	
	" regulating joists	2 00	
	" making privy	7 00	
	" 1 box of do. mended	1 00	
	" cutting through brick wall for door	1 00	
	" easing sash	75	
	" repairing doors and fastenings	1 75	
	" 1 step ladder, large stuff	3 50	
	" new top to ironing table	1 75	
	" taking down and putting up partition in counting-room, Union street	7 50	
	" kitchen table, frame and new top	1 25	
	" sill for door	40	
	" refitting and hanging door	75	
	" 1 thumb latch	25	
	" stripping joist	37½	
	" wedging and securing trimmer to fireplace	75	
	" beaded strip to partition	37½	
	" mending sirbase	35	
	" trimming piece to hearth	37½	
			63 87½
1837.	To making meal chest	10 00	
	" shifting lock on counting-room door	50	
	" cutting and fixing counter	62½	
	" stand for water cask	62½	
	" sharpening saw several times	2 25	
			14 50
			$239 83½

BILL No. 11.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work done on warehouse, formerly Tucker's.

1837.	To 976 feet framing and weatherboarding, plain, rabited, and beaded, *a* $4 08	$39 78	
	" 861 feet weatherboarding and framing boards, rabited and beaded, *a* $3 75	32 28¾	
	" 130 feet new weatherboard, rough in piecing, rabited and beaded, *a* $3 50	4 55	
	" 585 feet rough weatherboard and framing boards, rabited and beaded, *a* $3 75	21 93¾	
	" 70 feet corner boards, *a* 6 *c.*	4 20	
	" 151 feet large door frame, white oak sills, *a* $15	22 76	
	" 60 feet window frame, *a* 12½ *c.*	7 50	
	" 4 dormer windows, reshingled top and checks, with reveal boards, valley mouldings, &c., *a* $6	24 00	
	" patching roof and 2 new posts to ridge	8 00	
	" cutting out roof for chimney, fitting up and putting in reveal and gutter	3 00	
	" repairing front and back cornice	1 50	
	" repairing and hanging 6 shutters	1 75	
	" cutting, fitting, and hanging 4 double doors	8 00	
	" cutting, fitting, and hanging 2 single doors	2 50	
	" 53 ft. 6 in. run of square trunk, 12 in. by 12, made of ⅝ stuff and set in, *a* 12½ *c.*	6 68¾	
	" righting up and fixing fence to gate	4 50	
			$192 95½
	" locust post fender	2 00	
	" refitting and hanging 6 shutters	5 50	
	" 971 feet rough lining	9 71	
	" cleating up 3 ends of girders	1 25	
	" 4 caps to story posts	1 00	
	" 6 stay posts put up in lower story, raising, ramming, and capping with stone for a base to each post, $3 50	21 00	
	" raising and fixing 2 range of girders below 6 posts in 2d story	26 00	
	" regulating girders in 2d story	5 00	
	" 7 large sub-sills to doors	6 12½	

	To 95 feet beaded hanging stile, $\frac{6}{4}$ stuff, *a* 7 *c.*	$6 65	
	" 193½ feet sills to ware-house, *a* 17 *c.*	32 89	
	" 264 lights sash, 8 × 10, *a* 12½ *c.*	33 00	
	" 4 corner posts spliced, *a* $1 50	6 00	
	" 2 fire-places trimmed, *a* $1	2 00	
			$158 12½
			$351 07¾
	Deduct 45 per cent.	–	157 98
			$193 09¾
	To charges following without deduction—		
	" cutting the whole building 1 foot to shorten story	$15 00	
	" 16 feet new plate, truspliced in upper works	3 50	
	" cutting tie and splicing	1 50	
	" cutting off do. in front	1 25	
	" cutting out 2 pieces in back do.	2 00	
	" hasp and staples	25	
	" 4 bolts	50	
	" superintending brick work	9 00	
	" removing out old floor and sleepers	3 50	
	" taking down counting room, 2 partitions, and stoves	2 75	
	" do. old chimney foundation, old weatherboard	11 15½	
	" scaffolding	3 00	
	" paid commission for measurement	6 10½	
			62 81
			$255 90¾

BILL No. 12.

Joseph Mandeville's estate, Dr. to Samuel Bartle, for work done for J. Mandeville and S. B. Larmour on old brew-house.

1834.	To taking down centre girders, joists, beams, and roof, by order of J. Mandeville	$10 00	
	" putting away stuff and nailing up doors and windows	3 50	
	" taking down centre wall	4 75	
			$18 25

1835.	To taking down old brewery - -	$40 00	
	" taking stuff and mending fence -	4 50	
	" nailing up soap factory - -	1 76	
			$46 26
			$64 51

BILL No. 13.

Joseph Mandeville's estate, Dr. to Samuel Bartle, work done for J. Mandeville and Daniel Cawood in corner store.

1837.	To 1 mantle - - - -	$25 00	
	" making packing box - - -	1 00	
	" 123 feet of stuff for box - -	2 97	
	" 2 lbs. nails - - - -	20	
	" hauling - - - -	12½	
	" 1 set of scale plates - -	1 50	
	" fixing counting-room window -	37½	
	" 1 nail box - - - -	62½	
	" 1 foot board - - - -	1 00	
	" 1 hanging shelf - - -	1 87½	
	" fixing counting-room - - -	37½	
	" fixing shelving - - -	37½	
			$35 42
			$35 42

Summary of charges against Joseph Mandeville's estate.

To amt. of bill No. 1, for the years	1834,-'35,-'36 -	$71 36
" " No. 2, "	1834,-'36,-'37 -	18 50
" " No. 3, "	1834,-'36,-'37 -	147 86
" " No. 4, "	1834,-'35,-'36,-'37	46 17½
" " No. 5, "	1834,-'35,-'36,-'37	26 61
" " No. 6, "	1834,-'35,-'36,-'37	54 26½
" " No. 7, "	1834,-'36,-'37 -	170 81
" " No. 8, "	1834,-'35,-'36,-'37	75 83
" " No. 9, "	1834,-'35,-'36,-'37	55 11
" " No. 10, "	1834,-'35,-'36,-'37	239 83
" " No. 11, "	1837 - -	255 90¾
" " No. 12, "	1834,-'36 - -	64 51
" " No. 13, "	1837 - -	35 42
To amount of contract No. 1, for	1836 - -	300 00

	To 95 feet beaded hanging stile, $\frac{6}{4}$ stuff, *a* 7 *c.* - - - -	$6 65	
	" 193½ feet sills to ware-house, *a* 17 *c.* -	32 89	
	" 264 lights sash, 8 × 10, *a* 12½ *c.* -	33 00	
	" 4 corner posts spliced, *a* $1 50 -	6 00	
	" 2 fire-places trimmed, *a* $1 - -	2 00	
			$158 12½
			$351 07¾
	Deduct 45 per cent. - -	–	157 98
			$193 09¾
	To charges following without deduction—		
	" cutting the whole building 1 foot to shorten story - - -	$15 00	
	" 16 feet new plate, truspliced in upper works - - - -	3 50	
	" cutting tie and splicing - -	1 50	
	" cutting off do. in front - -	1 25	
	" cutting out 2 pieces in back do. -	2 00	
	" hasp and staples - - -	25	
	" 4 bolts - - - -	50	
	" superintending brick work - -	9 00	
	" removing out old floor and sleepers -	3 50	
	" taking down counting room, 2 partitions, and stoves - - -	2 75	
	" do. old chimney foundation, old weatherboard - - - -	11 15½	
	" scaffolding - - - -	3 00	
	" paid commission for measurement -	6 10½	
			62 81
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			$18 25

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	" making packing box - - -	1 00	
	" 123 feet of stuff for box - -	2 97	
	" 2 lbs. nails - - - -	20	
	" hauling - - - -	12½	
	" 1 set of scale plates - - -	1 50	
	" fixing counting-room window -	37½	
	" 1 nail box - - - -	62½	
	" 1 foot board - - - -	1 00	
	" 1 hanging shelf - - -	1 87½	
	" fixing counting-room - - -	37½	
	" fixing shelving - - -	37½	
			$35 42
			$35 42

Summary of charges against Joseph Mandeville's estate.

To amt. of bill	No. 1,	for the years 1834,-'35,-'36 -	$71 36
" "	No. 2,	" 1834,-'36,-'37 -	18 50
" "	No. 3,	" 1834,-'36,-'37 -	147 86
" "	No. 4,	" 1834,-'35,-'36,-'37	46 17½
" "	No. 5,	" 1834,-'35,-'36,-'37	26 61
" "	No. 6,	" 1834,-'35,-'36,-'37	54 26½
" "	No. 7,	" 1834,-'36,-'37 -	170 81
" "	No. 8,	" 1834,-'35,-'36,-'37	75 83
" "	No. 9,	" 1834,-'35,-'36,-'37	55 11
" "	No. 10,	" 1834,-'35,-'36,-'37	239 83
" "	No. 11,	" 1837 - -	255 90¾
" "	No. 12,	" 1834,-'36 - -	64 51
" "	No. 13,	" 1837 - -	35 42
To amount of contract	No. 1,	for 1836 - -	300 00

To amount of contract No. 2, for 1836 - -	$120 00
" " No. 3, " 1836 - -	128 00
	$1,810 18½

From record book.

Samuel B. Larmour & Co., former bills rendered.

Measured by Preston & Beale - - - -	$381 80½
" by Preston & Beale - - - -	43 92½
" by Preston - - - - -	46 98

Samuel B. Larmour's private bills rendered.

Measured and valued by Preston - - - -	$3 80
by Preston - - - -	196 60
by Preston - - - -	76 72
by Preston - - -	44 39

Joseph Mandeville's private bills rendered.

Measured and valued by Preston - - - -	*$3 50
by Preston - - - -	158 10½
by Preston - - - -	78 91
by Preston - - - -	37 87½
by Preston - - - -	8 24
by Preston - - - -	17 23
by Preston - - - -	30 36

*381 80½	The amount of the first charge in Sam'l Bartle's general account, rendered and found amongst J. M.'s papers.
43 92½	
3 80	
3 50	
433 03	

The estate of Joseph Mandeville, esq., to Samuel Bartle, Dr.

1833.	For filling up his Cameron street lot, furnishing dirt, labor, and hauling - - -	$27 62½
	" my superintendence - - -	10 00
		$37 62½

Evidence to this bill: John Chance, Aquila Johnson, Thomas Wiley.

The estate of Joseph Mandeville, esq., Dr. to Samuel Bartle.

1834.	For sinking a well in his house, at the north end of Pitt street, 22 feet, at $1 50 per day -	$33 25
	" 264 superficial feet of well curb, made and put in - - - - -	18 00
	" 6 rims to curb - - - -	7 00
	" 450 ft. lumber - - - 1 50	6 75
	" 3,000 bricks, and hauling - - -	16 37½
	" nails - - - - -	1 50
	" hauling - - - - -	37½
	" hauling dirt from house to lot back of the Theatre - - - - -	7 33
	" superintending work - - -	8 00
		$98 58

Evidence to this bill: John Higden, dead, Samuel Baker, gone to sea, John Chance.

Contract No. 1.

This article of agreement, entered into this 13th day of July, one thousand eight hundred and thirty-six, between Joseph Mandeville and Samuel Bartle, both of the town and county of Alexandria.

Whereas S. Bartle doth agree to raise a building on the wharf for J. Mandeville, formerly called Tucker's warehouse, and to furnish tools and stands to do certain work, namely, as follows, say to raise the house a reasonable height, say 18 inches or thereabouts, as the said J. Mandeville may direct, and to splice the sills or shoe them as the case may require, so as to add strength enough to raise the house, and to put in new studs and other timbers where it may be required for the strength of the building, and to lay a proper foundation of plank or timber to receive a brick foundation; said J. Mandeville doth agree to furnish all necessary materials for the said work, and to pay the said S. Bartle three hundred dollars for the above mentioned work, and to pay two-thirds in money, and one-third in store goods, to be paid as the work progresses.

SAMUEL BARTLE, [SEAL.]
JOSEPH MANDEVILLE. [SEAL.]

I wish the building to be raised 18 inches above its central height at present. If Mr. Yeaton or Mr. Carolin deem it proper to exceed that height for safety against excessive tides, I wish it to be so; a few inches more can be of no moment to Mr. Bartle, when under way of raising.

Witness—RICHARD WRIGHT. J. M.

Contract No. 2.

This article of agreement, entered into this fourth day of November, eighteen hundred and thirty-six, between Mr. Mandeville, of the town

and county of Alexandria, of the one part, and Samuel Bartle, of the same place; said Bartle doth agree to fill up Joseph Mandeville's warehouse, formerly called Tucker's warehouse, with dirt and sand inside, high enough to receive the [pavement] fair with the top of the sill, and to fill the front outside with a gradual rise to correspond with the alley pavement, and to fill the back a [reasonable] height so as to cast off the water six feet from the house; Mr. J. Mandeville doth agree on his part to let me have his man Prince, or some other laborer, to take out the brick and rubbish of said house, and to pay S. Bartle one hundred and twenty dollars as the work progresses, one-half to be paid in cash, and the other in groceries. Mr. Mandeville is to furnish the dirt from his bank on Water street, between King and Cameron, or at some other bank equally convenient, and to furnish the sand also.

JOSEPH MANDEVILLE,
SAMUEL BARTLE.

Witness—DANIEL CAWOOD.

Contract No. 3.

This article of agreement, entered into this twenty-eighth day of December, one thousand eight hundred and thirty-six, between Joseph Mandeville, of the town and county of Alexandria, of the one part, and Samuel Bartle, of the same place, of the other part; said Bartle doth agree to lay an oak plank floor, in said J. Mandeville's warehouse, formerly called Tucker's warehouse, the floor to be laid on sleepers, the planks to be laid rough and straight jointed; said S. Bartle doth agree to furnish all materials for said work, and J. Mandeville doth, on his part, agree to pay to said S. Bartle the sum of one hundred and twenty-eight dollars, in store goods, when the work is completed.

JOSEPH MANDEVILLE, [ ]
SAMUEL BARTLE. [ ]

Joseph Mandeville, esq., Dr. to Samuel Bartle.

To 1,106 ft. old shingling removed, lathing repaired, roof brand up, and reshingled 6 in. - - -	$2 50	$27 65
" 702 ft. rip'd weather boarding, rabited and beeded, including reframing - - -	4 50	31 59
" 105 ft. piecing shingling to old roof - -	2 34	2 45
" 84 ft. reveal board - - - -	6	5 04
" 2 tin gutters put in - - - -	50	1 00
" shingling new eave course - - -	–	50
" 52½ ft. eave boards, sprung - - -	8	4 20
" 1 sky-light complete, glass frame - -	–	5 00
" 29 ft. rim-boxed eave - - - -	12½	3 62½
" 37 $\frac{4}{12}$ eave gutter - - - -	12½	4 66½
" 1 corner shelf and bracket - - -	–	50
" 1 rafter-strip and fixing - - -	–	34

To 43 feet corner board - - - -	6	$ 2 58
" 17½ ft. ledged shutter - - - -	10	1 75
" 54½ ft. do. doors - - - -	9	4 90½
" 47 ft. hanging stile casings to doors - -	7	3 29
" 4 pair hooks and hinges - - -	30	1 20
" 3 pair HL hinges - - - -	17	51
" 4 carpet sills - - - - -	42	1 68
" 212 ft. studding and rough weather boarded partition - - - - - -	2 17	4 60
" 12 lights ovelo 8 × 10 sash - - -	12½	1 50
" 3 feet angle board to a window - -	6	18
" 18½ feet narrow eq. casing to door - -	5	92½
		$109 68
Deduct 50 per cent.	–	54 84
		$54 84
Brought forward	–	54 84
" inside doors, door trimmings, partitions, &c.	–	2 00
		$56 84

My commission for measurement, $3 27.

THOS. K. BEALE.

18th September, 1834.

Bill per within statement - - - - -	$109 68
Beale deducts 50 per cent., but the deduction made generally in consequence of the mode of payment, was 45 per cent. - - - - - -	54 84
	54 84
Add 5 per cent. - - - - - -	5 48
	60 32
Add ½ measurement - - - - -	1 64
Add inside door, charge nett - - - -	2 00
	$63 96

Statement made by

JOS. EACHES, *Com'r.*

The written signature of Thos. K. Beale, proved by Jesse Skidmore.

JAS. EACHES, *M. C.*

Evidence of the charges of work done in Mr. Jos. Mandeville's castle house bill, corner of King and Henry streets.

To clearing off cellar floor
taking water out of well, and sinking well deeper
36 loads loam
putting in do.
taking down partition
easing and fitting 3 doors
mending 2 sash
taking off, repairing, and putting on 2 locks
fitting and rehanging 2 shutters
repairing double privy
repairing old stable
stuff and nails found
repairs of back fence
mending cellar steps
mending 3 flights sash G. B.
sash casings
beads and stops to windows
materials
taking water out of cellar and well
dirt and hauling
putting dirt in cellar
covering well
taking up pavement, and repairing the same
sand and bricks
shoe to spout and case
taking out old floor
self superintending

D. CAWOOD. } This work Mr. Mandeville requested me to have done by Mr. Bartle.

Sworn to before me by M. Meagher.

JOS. EACHES, *Com'r.*

May 8th, 1839.

I certify that Samuel Bartle has been to work on the above house, but cannot particularize the items.

M. MEAGHER.

I hereby certify that Samuel Bartle was at work at moving a nuisance from the house belonging to the late Joseph Mandeville, at the corner of King and Henry streets. As to the work that was done, I have no definite recollection as to items; I believe it consisted of taking water out of the cellar, and filling in the same with loam, as was directed by the board of health.

JOHN P. COWMAN,
A. SCHOLFIELD.

Alexandria, February 22d, 1839.

We do certify that Samuel Bartle done work, at different times, on

the houses at the corner of Cameron and Pitt streets, belong to the late Joseph Mandeville.

GILBERT SIMPSON,
GEORGE PRICE.

Alexandria, February 20th, 1839.

I do certify, that Samuel Bartle worked on the following houses belonging to Joseph [Mandeville]: first at the houses on the corner of Cameron and Pitt streets, and on the house between Cameron and Queen streets, on Royal street; the house formerly occupied by Mr. Cartwright; also the two houses on Fairfax street, north of Queen, and his dwelling, on King and Fairfax streets; and at his different warehouses on King street. I being his painter, I generally knew where he had work done.

JOHN M. RODDY.

Alexandria, February 20, 1839.

I do certify, that Samuel Bartle done work at different times on the houses at the corner of Cameron and Pitt streets, belonging to the late Joseph Mandeville.

Mrs. E. HARIS.

Alexandria, February 20, 1839.

I hereby certify, that Samuel Bartle has been employed at work on the house at the north end of Pitt street, belonging to the estate of Joseph Mandeville. I have no definite recollection of all the items. I will name some few of the most prominent jobs, which may suffice. I recollect of a well being sunk under the front room, which was superintended by Mr. Bartle, and a new floor put down, and some shingling done, and weather boarding. I believe Mr. Bartle to have been in the habit of doing Mr. Mandeville's work in general.

MARY BONHAM,
JOHN WEST, (of Wash'n,)
MARY JOICE.

Alexandria, February 21st, 1839.

I hereby certify, that Samuel Bartle done work at different times on the house on Royal street, between Cameron and Queen, belonging to the late Joseph Mandeville; and I believe him to have been his general workman for some years past.

GEORGE H. DUFFEY.

ALEXANDRIA, *Feb'y 20th*, 1839.

I do certify, that Samuel Bartle done work at the house on Royal street, between Cameron and Queen streets.

MRS. E. HARRIS.

ALEXANDRIA, *Feb'y 20th*, 1839.

I hereby certify, that some time ago [probably three or four years] I was called upon by Mr. Samuel Bartle, to examine some repairs to be

done to a house of the late Joseph Mandeville, situated upon Royal street, between Cameron and Queen streets. Owing to some cause not now recollected, I did not do the work which I was requested to do; but I well recollect that Mr. Bartle was there at work himself, making some repairs, but to what extent I cannot say, as I was not particular in observing what jobs he was doing. I also certify, that I know Mr. Bartle to have been Mr. Mandeville's general workman for some considerable time before his death.

RICHARD STANTON.

ALEXANDRIA, *Feb'y 22d*, 1839.

Sworn to before me, JOSEPH EACHES, *Com'r*.

Evidences of charges of work done in Mr. Mandeville's bill of 2d house on Fairfax street, between Queen and Princess.

To mending cellar steps
2 hooks for door
mending fence
new gate
1 pair hinges and hooks
repairing privy
hasp and staples
front door
24 lights sash
mending sash
8-4 partition in cellar
mending cellar steps
mending back door
mending 4 pair blinds
3 hooks, 4 bolts
repairs on bar
1 pair hinges for bar door
mending cellar door
putting up mantle
repairing cellar door sills and nailing cheeks
fitting and hanging door
stops to windows
step-ladder to cellar
repairs on stairs
cutting and fixing counter
putting on front door lock
mending front door
" back do.
hanging back door with strap hinges
2 slide hook plates and putting on the same
hanging shutter with hooks and staples
reveal put in frame
4 bead stops

953

3 window stops
easing doors and shutters
shelving up and wedging up cellar floor of joist
sub washboard
stauncheon under trimmer joist
turning trimmer
laying hearth
12 lights of sash 8 by 10, and fitting
6 do. do. 10 by 12

I certify that Samuel Bartle has been to work on the abovementioned houses, but cannot particularize the items.

M. MEAGHER.

Evidence of the charges of work done in Mr. Joseph Mandeville's private bill, by Samuel Bartle, wood house.

To repairs on back door sill
" back gate
" water house
superintending his laborers filling lot back of theatre
repairs on wood house
door sill and facia
2 sets mouldings
splicing and fixing sill to old house
nailing weatherboarding
hanging 2 doors
2 narrow-boarded ledge doors
superintending his lot back of theatre
window buttons and repairs on blinds
1 six-panel double-worked door
cellar door, double thick stuff
fall piece
stops to frame and bead stops
mending kitchen door
stops to windows
raising girders in warehouse on King street, and putting uprights under do.
stopping leak on roof on covered way between kitchen and house.

I hereby certify, that the above work was done by my father for Joseph Mandeville; and, as far as I know and believe, the charges for the same, as exhibited in his account, are fair and just.

GEORGE BARTLE.

Evidence of the charges of work done in Mr. Joseph Mandeville's private bill by Samuel Bartle.

To laying floor in warehouse on King street
fitting in door sill
2 stair steps

done to a house of the late Joseph Mandeville, situated upon Royal street, between Cameron and Queen streets. Owing to some cause not now recollected, I did not do the work which I was requested to do; but I well recollect that Mr. Bartle was there at work himself, making some repairs, but to what extent I cannot say, as I was not particular in observing what jobs he was doing. I also certify, that I know Mr. Bartle to have been Mr. Mandeville's general workman for some considerable time before his death.

RICHARD STANTON.

ALEXANDRIA, *Feb'y 22d*, 1839.

Sworn to before me, JOSEPH EACHES, *Com'r*.

Evidences of charges of work done in Mr. Mandeville's bill of 2d house on Fairfax street, between Queen and Princess.

To mending cellar steps
2 hooks for door
mending fence
new gate
1 pair hinges and hooks
repairing privy
hasp and staples
front door
24 lights sash
mending sash
8-4 partition in cellar
mending cellar steps
mending back door
mending 4 pair blinds
3 hooks, 4 bolts
repairs on bar
1 pair hinges for bar door
mending cellar door
putting up mantle
repairing cellar door sills and nailing cheeks
fitting and hanging door
stops to windows
step-ladder to cellar
repairs on stairs
cutting and fixing counter
putting on front door lock
mending front door
" back do.
hanging back door with strap hinges
2 slide hook plates and putting on the same
hanging shutter with hooks and staples
reveal put in frame
4 bead stops

3 window stops
easing doors and shutters
shelving up and wedging up cellar floor of joist
sub washboard
stauncheon under trimmer joist
turning trimmer
laying hearth
12 lights of sash 8 by 10, and fitting
6 do. do. 10 by 12

I certify that Samuel Bartle has been to work on the abovementioned houses, but cannot particularize the items.

M. MEAGHER.

Evidence of the charges of work done in Mr. Joseph Mandeville's private bill, by Samuel Bartle, wood house.

To repairs on back door sill
" back gate
" water house
superintending his laborers filling lot back of theatre
repairs on wood house
door sill and facia
2 sets mouldings
splicing and fixing sill to old house
nailing weatherboarding
hanging 2 doors
2 narrow-boarded ledge doors
superintending his lot back of theatre
window buttons and repairs on blinds
1 six-panel double-worked door
cellar door, double thick stuff
fall piece
stops to frame and bead stops
mending kitchen door
stops to windows
raising girders in warehouse on King street, and putting uprights under do.
stopping leak on roof on covered way between kitchen and house.

I hereby certify, that the above work was done by my father for Joseph Mandeville; and, as far as I know and believe, the charges for the same, as exhibited in his account, are fair and just.

GEORGE BARTLE.

Evidence of the charges of work done in Mr. Joseph Mandeville's private bill by Samuel Bartle.

To laying floor in warehouse on King street
fitting in door sill
2 stair steps

280 feet cleating
posts and railing to hatchway
4 half staples
railing to stairs
regulating joists
making privy for corner house
privy box for do.
cutting through brick wall for doorway
easing sash in counting-room
easing and fixing door and fastenings
taking down and putting up partition in corner store, Union street
refitting and hanging door
thumb-latch
fixing strip to joist
wedging and fixing trimmer to fire-place
beaded strips to partition
mending sirbase
trimming piece to hearth
shelving.

I certify the above work to be done by Mr. Bartle.
M. MEAGHER.

The above work was done by Mr. Bartle, all of which is within my knowledge. D. CAWOOD.

Evidence of the charges of work done in Mr. Mandeville's private bill by Samuel Bartle.

To making meal-chest for his store in corner house
taking and putting on lock to counting-room door
fixing and hanging scales
cutting and fixing counter
step-ladder, large stuff.

I certify the above work to be done by Mr. Samuel Bartle.
M. MEAGHER.

Estate of Joseph Mandeville Dr., to Samuel Bartle, for warehouse formerly called Tucker's Warehouse.

To 976 feet framing and weatherboarding, rabeted and beaded - - - - -	$4 08	$39 78
861 ft. rough weatherboarding and framing, boards rabeted and beaded - -	3 75	32 28¾
130 feet run weatherboarding, rough, in pieces, rabeted and beaded - - -	3½	4 55
585 feet rough weatherboard and framing, boards rabeted and beaded -	3 75	21 93¾
70 ft. corner boards - - -	6	4 20

954.

To 151 ft. 9 in. large door frames, with white oak sills	15	$22 76
60 window frames	12½	7 50
4 dormer windows, reshingled tops and cheeks, with reveal boards, valleys and mouldings, &c.	6 00	24 00
patching roof and 2 new posts to ridge	–	8 00
cutting out roof for chimney, fitting up reveal and gutter to chimney	–	3 00
renailing and repairing cornice, back and front	–	1 50
refitting and hanging 6 shutters to windows	–	5 50
repairing 2 shutters	–	1 75
cutting, fitting, and hanging 4 double doors	2 00	8 00
" " " 2 single do.	1 25	2 50
53 6/12 ft. run square trunk, 12 by 12 in., made of ¾ stuff, and putting in same	12½	6 68¾
righting up fence and fixing gate to yard	–	4 50
1 locust post fender	–	2 00
971 feet rough lining	1 00	9 71
cleating up 3 ends of girders	–	1 25
4 caps to stay-posts	25	1 00
6 stay-posts on lower floor, dirt raised and dirt ram'd and cap'd with large stone for base and posts put up	3 50	21 00
raising and levelling 2 ranges girders	10 00	20 00
6 posts second story	1 00	6 00
regulating 2 girders in 2d story	2 50	5 00
7 large sub-sills to doors	87½	6 12½
95 feet hanging stiles, beaded, of 6-4 stuff	7	6 65
193½ feet sills to warehouse	17	32 89
264 lights sash 8 by 10	12½	33 00
4 corner-posts spliced	1 50	6 00
2 fireplaces trimmed	1 00	2 00
		351 07¾
Deduct 45 per cent.		157 98
		$193 09¾

Commission for measurement $10 53, half to each party.

THO. K. BEALE.

Signature by Thomas K. Beale, proved by Jesse Skidmore.

JOS. EACHES, *M. C.*

Charges without deduction.

To cutting down the whole building one foot, to shorten the story	$15 00
16 feet new plate ties spliced in upper work	3 50
cutting out tie, and splicing in a piece at the north end	1 25
cutting off do. in front	1 50
cutting out 2 pieces in back, and piecing	2 00
1 hasp and staple put on	12½
4 bolts put on	50
superintending brick work	9 00
removing out old floor and sleepers	3 50
removing out back pavement	3 00
taking down counting-room	1 00
taking down partitions and stairs	1 75
taking up old foundation	4 75
taking down chimney and clearing foundation	3 62½
taking off old weatherboarding	2 78
scaffolding, &c.	3 00
	$56 28

Commission, $1 68.

THO. K. BEALE.

Signature of Thomas K. Beale proved by Jesse Skidmore.

JOS. EACHES, *M. C.*

Estate of Joseph Mandeville and Samuel B. Larmour to Samuel Bartle, Dr. for work done on old brew house.

1834.	To taking down centre girdles, joist beams, and roof, by order of Mr. Mandeville	$10 00	
	putting away stuff and nailing up doors and windows	3 50	
	taking down centre wall	4 75	
			$18 25
1836.	taking down old brewery, as per agreement	40 00	
	taking in stuff and mending fence	4 50	
	nailing up soap factory	1 76	
			46 26
			$64 51

Samuel B. Larmour, by written agreement, consented to the taking down old brewery, on account of owners, for forty dollars; he is to be charged with twenty dollars of the above.

October 2d, 1837.

I recollect that Mr. Bartle did work for Mr. Mandeville at what is called the old brewery house.

DAN'L CAWOOD.

Estate of Joseph Mandeville and Mr. Daniel Cawood, to Samuel Bartle, Dr.

To 1 mantel	$25 00
making packing-box	1 00
132 feet of stuff for box	2 97
2 lbs. of nails	26
hauling	12½
set of sale plates	1 50
fixing counting room window	37½
1 nail box	62½
1 foot board	1 00
1 hanging shelf	1 87½
fixing counting-room door	37½
fixing shelving	37½
	$35 42

This bill is correct.

D. CAWOOD.

We, David Price and Jesse Skidmore, having been sworn to state upon oath, that we have examined the several charges, each item particularly, in Samuel Bartle's bills against Joseph Mandeville, shown to us by Commissioner Eaches, excepting those bills of work measured by Thomas K. Beale. That there are many charges, those for job work particularly, in which it is impossible for us to determine, without examining the work, whether they are fair or not. But we are unable to discover any charges in those parts of the bill which come properly under the head of carpenters' work, that are not reasonable. In some instances, we find the prices below the customary rates; and taking the work in the aggregate, we do believe the bills, so far as we are able to judge, are made out at just and fair prices.

DAVID PRICE,
JESSE SKIDMORE.

Sworn to before me,

JOS. EACHES, *M. C.*

Alexandria, May 11th, 1839.

ALEXANDRIA, *February 19th*, 1839.

The bearer of this, Mr. Samuel Bartle, calls and desires me to state how far, as to my knowledge, he had been employed by Mr. Joseph Mandeville as his carpenter, &c. I can only state in general terms, that I believe Mr. Bartle was employed by Mr. J. M. to do his carpenter's work at building and repairing, as he, the said Bartle got pretty much all the lumber and other building materials that was got of me on Mr. J. M. account, which was pretty considerable, and which bills *was* approved and paid by the said J. Mandeville himself.

GEORGE H. SMOOT.

I hereby certify, that Samuel Bartle has been doing work on the different properties belonging to the late Joseph Mandeville, and I believe his general workman for seven or eight years past.

SAMUEL B. LARMOUR.

Alexandria, February 20th, 1839.

I hereby certify, that I have known Mr. Samuel Bartle to work on Mr. Joseph Mandeville's house, corner of King and Fairfax streets, and have for many years had good reasons to believe he was in the employ of said Mandeville as his chief carpenter for a number of years.

ISAAC KELL.

Alexandria, February 20, 1839.

I hereby certify, that Joseph Mandeville told me that Samuel Bartle was his general workman. I was called on by his bricklayer to do a small job of work, and when I called on Mr. Mandeville for pay, he appeared quite angry because Mr. Bartle did not do the work, stating at the time that he done all his work, and would not pay the bill until Mr. Bartle said it was right.

ROBERT ALLEN.

Alexandria, February 20, 1839.

I do hereby certify, that I have always heard the late Mr. J. Mandeville mention Mr. Samuel Bartle as the person employed by him as a carpenter, more particularly on work done on the wharf, formerly called Tucker's wharf, but lately the property of Mr. Joseph Mandeville. That Mr. Joseph Mandeville mentioned to me Mr. Samuel Bartle being employed by him to do sundry work as described in contracts held by S. Bartle, and also asked me to overlook the said Samuel Bartle; that I was frequently on the spot and observed Mr. Samuel Bartle carrying on the work in a faithful and workmanlike manner; the work done on the warehouse on Tucker's wharf, to my knowledge, was raising the house and repairing ditto, and laying a new floor.

THO. H. JONES.

Alexandria, February 20, 1839.

I hereby certify, that Samuel Bartle has been in the practice of build-

ing and repairing the property of the late Joseph Mandeville for some years, and attending to all that kind of business relating to his property.

RICHARD WRIGHT.

Sworn to before me this day.
May 8th, 1839. JOS. EACHES, *Commissioner*.

James English having been duly sworn testifies, that within the last six or seven years he has seen Samuel Bartle superintending the filling up of Joseph Mandeville's lot on Cameron street, near the theatre, as many as two or three times at intervals of one or more years; he is unable to state the value of the labor performed or service rendered.

John Chance having been sworn testifies, that he saw Samuel Bartle superintending the making of tunnel on Queen street, charged in bill No. 2, and that he has frequently seen said Bartle superintending the filling up of said Mandeville's lot, between Cameron and Queen streets, near the Theatre, but cannot state the number of times, nor the value of the services rendered; he further testifies, that Samuel Bartle superintended the sinking of the well, at the said Mandeville's house, north end of Pitt street, charged in the bill, amounting to $\$98\frac{58}{100}$; he is unable to state how deep the well is, or what would be the probable cost of it; as regards the charge of $\$7\frac{38}{100}$ for "hauling dirt from house to lot back of the Theatre," he can only state that dirt was taken away from the northwest side of the house described in the bill, but by whom or what place it was hauled, the deponent was unable to state.

Sworn to by John Chance, before me,

JOSEPH EACHES, *M. C.*

John Chance further testified, that the witnesses, John Higden and Samuel Baker, named by the plaintiff, one, John Higden, was dead, and the other, Samuel Baker, removed from town.

JOS. EACHES, *Commissioner*.

Richard Stanton, having been sworn, testifies, that the certificate given by him on the 22d of February, 1839, relative to Samuel Bartle's having worked for Joseph Mandeville, is true to the best of his knowledge and belief; he further testifies, that he knows of Samuel Bartle's having repaired houses for Joseph Mandeville, described in bills No. 3 and 8, and his house on King street; and he believes, from information obtained from said Bartle at the time, that he repaired the houses described in bills No. 4, 7, and 9; he confidently believes that the said Bartle repaired the whole of the said Mandeville's houses, when required, within the last five or six years; he recollects furnishing bricks to Mandeville, and, upon presenting his bill for payment, said Mandeville declined settling it until he saw said Bartle, shewing that Bartle superintended the repairs of said Mandeville's houses.

Alexis Johnston, painter, having been sworn, testifies that, within the last five or six years, Samuel Bartle has repaired the following houses owned by Joseph Mandeville—say those described in Samuel Bartle's account as No. 1, 3, 4, 5, 7, 8, 9, 11, and 13; he has no knowledge of the value of the work done, but believes that Joseph Mandeville employed no other carpenter.

Peter Henderson, bricklayer, having been sworn, testifies that Samuel Bartle, for several years past, has repaired Joseph Mandeville's houses; he can form no idea of the value of the work done, but knows that the said Bartle has been engaged most of his time, for the last five or six years, in working for said Mandeville; he knows of said Bartle having repaired houses described in bills shown to him, numbered 6 and 11, and of said Bartle's having been engaged in filling up Joseph Mandeville's lot on Cameron street; he believes that said Bartle repaired the whole of said Mandeville's houses.

Jesse Skidmore, carpenter, having been sworn, testifies that the signatures of Thomas K. Beale, to bills of measurement numbered 1 and 11, are genuine to the best of his knowledge and belief; he has seen the said Beale write, and is acquainted with his signature; he knows of Samuel Bartle having repaired houses belonging to Joseph Mandeville, described in Samuel Bartle's bills No. 1 and 7; he further testifies that, for the last five or six years at least, Samuel Bartle has been the carpenter of Joseph Mandeville, and that the principal work done by said Bartle during that period, has been the said Mandeville's and his own, [the said Bartle's;] during which time the said Bartle has never had less than two hands engaged. and sometimes as many as four, and he believes, occasionally, more; he believes the work done by said Bartle for said Mandeville, during the years 1834, 1835, 1836, and 1837, must have amounted to a very considerable sum, but cannot name any probable amount, further than to state that the deponent has examined said Bartle's bills, and thinks, for the length of time said Bartle was engaged, and the work charged as having been done, that the bills of said Bartle are very moderate; he, the deponent was carpenter at one time for said Mandeville, and recollects that his bill in one year, for repairing house described in bill No. 7, was about $200, [besides other considerable bills for repairs of other houses;] this house, owing to the character of the occupants, required frequent repairs.

The within testimony was sworn to by the deponents, Richard Stanton, Alexis Johnston, Peter Henderson, and Jesse Skidmore, before me.

JOSEPH EACHES, *M. C.*

William Yeaton, having been sworn, states that Joseph Mandeville informed him that Samuel Bartle was his carpenter, and did all his work; he knows of S. Bartle having done work on houses described in bills No. 8, 9, 10, and 13, but cannot say to what amount; No. 11, the work was done principally under his superintendence, and he believes all the work charged in that bill was done by said Bartle; as to the correctness of the prices, he is unable to judge, but doubts the propriety of some of the charges, [marked by the commissioner, and found to amount to $53 12,] being inclined to the opinion that they were embraced in the contract; he knows of the work under contracts No. 1, 2, and 3, having been done by said Bartle.

James W. Sears, sworn, states that he believes the items marked †, amount $52 13 in bill No. 11, are not embraced by the contract, and are fair charges in addition to the contract.

David Price, being sworn, states that he sees no charge in bill No. 11 that is embraced by the contract; and further testifies, that it is customary for the measurer of carpenter's work to be governed by the "book prices," so far as the work is described in the "book prices;" if not, the measurer then fixes the price himself.

Thomas H. Jones [not sworn] states, that he superintended the raising of Tucker's warehouse; thinks the charges in bill No. 11 correct as they stand, and that they form no part of the contract.

George Bartle, having been sworn, testifies that the bill of Samuel Bartle against Joseph Mandeville, for work done in 1832, or previous to that date, amount $158 19¼, is a true copy from a bill of measurement made and signed by Thomas Preston; and that said work was done subsequent to some credited by Joseph Mandeville in Samuel Bartle's account, on the books of Samuel B. Larmour & Co., on the 30th of April, 1835.

Daniel Cawood, having been sworn, testifies that Samuel Bartle was Joseph Mandeville's carpenter for many years; that the work he done for said Mandeville, in the years 1834, 1835, 1836, and 1837, must have amounted to a very considerable sum, but he, Daniel Cawood, did not pay sufficient attention thereto to enable him to name any probable amount. The only work that came immediately under his notice was that done at the warehouses occupied by Daniel Cawood & Co., and the house commonly called the Castle. He is confident that the said Bartle repaired all said Mandeville's houses when they required it; he recollects, particularly, that the two houses on Fairfax, north of Queen street, described in bill No. 9, were frequently repaired by said Bartle, as many, he thinks, as three or four times within his knowledge.

The foregoing evidence was taken by, and sworn to before, me,

JOS. EACHES, *M. C.*

With the exception of Thomas H. Jones, who declined swearing, his testimony only corroborating others. I waived the right to require him to swear.

J. E.

ALEXANDRIA, *January* 1, 1834.

Messrs Samuel B. Larmour & Co.,

To Samuel Bartle, DR.

To amount of bill rendered for 1831 - - -	*$433 03
Samuel B. Larmour, for village house and pallisado -	
To No. 1, to burial ground, as per bill No. 1 - -	196 60
To amount of work and materials on four houses, one on Union street, three on the corner of No. 2, Columbus and Queen streets, see bill No. 2 - - -	76 72
To amount of work on house, formerly occupied No. 3 by	

* This sum of $433 03 is made up of the following sums in S. Bartle's schedule, say $381 80½, $43 94½, $3 80, and $3 50; does not include the bill of $37 62.

JOS. EACHES, *Commissioner.*

George Taylor, and village house, bill No. 3	$44 39
Mr. Joseph Mandeville, to amount of work on house occupied by Mrs. Baker, as per No. 4, bill No. 4	78 91
To amount of work and materials on castle house No. 5, see bill No. 5	37 82
To amount of work and materials on house No. 5, corner of Cameron and Pitt streets, see No. 5	8 37
No. 6. To amount of work and materials on house on Royal street, see bill No. 6	26 88
No. 6. To amount of work and materials on house on Fairfax street, see bill No. 6. [S. B. L. & Co. estate, No. 7]	46 98
No. 6. To amount of work and materials on Cartwright's house, see bill No. 6	17 23
	$967 08½
Mr. S. B. Larmour	
To putting handle in axe	12½
To setting and filing saw at different times	1 25
Amount carried over	$968 46
Mr. Joseph Mandeville	
To making 2 rammers for ramming dirt at his dwelling house	37½
To cutting away sill for bricklayers	50
To work on his dwelling	62½
To 1 shelf to back window	75
To 1 cover to lock	12½
To making trunk and finding stuff, as per bargain	7 00
To putting on lock	25
To do. bolt	12½
To setting and filing saw at different times	62½
Mess. S. B. Larmour & Co.	
To finding and hanging scuttle door	75
To putting partition in house corner of King and Union streets, and small jobs	3 50
To nailing and repairing factory house and fence	3 37½
To nailing alley fence on both sides	62½
To work at different times on old brewery	3 00
To nailing up back windows of old warehouse next to Cazenove's	75
Amount brought over	$968 46
	$990 83½

Summary of Mr. Samuel Bartle's bills.

Samuel B. Larmour & Co., estate No. 1 and 2 -	$293 19	
do. -	31 28	
	324 47	
estate No. 7 -	52 10	376 57
do. -	46 98	46 98
profit and loss job work bill	37 55	37 55
		$461 10
Samuel B. Larmour. Bill No. 1 - -	196 60	
" 2 - -	76 72	
" 3 - -	44 39	
" job work - -	3 80	
" sill in door, &c. -	1 37	
N. B. Also charge for setting saw and putting in axe handle - - - - -		322 88
Joseph Mandeville. Bill No. 4 - - -	78 91	
Castle house, " 5 - - -	37 82	
Cameron and Pitt " 5 - - -	8 37	
Ch'd in S. B. L. & Co.'s gen'l do. acc't No. - - - - -	5 23	
Bill for trunk, Queen street - -	18 50	
" job work - - -	2 00	
		$934 81

A.

Statement of account between the estate of Joseph Mandeville, deceased, and Samuel Bartle.

Dr. The estate of Joseph Mandeville, deceased, in account with Samuel Bartle.

1834.	To part of bill No. 1 - - - - -	$63 96
1835.	To part of bill No. 3 - - - - -	45 75
1836.	To part of bill No. 10 - - - - -	134 52
1837.	To all of bill No. 11 - - - - -	255 40
	To part of bill No. 12 - - - - -	41 76
	To contract No. 1 - - - - -	300 00
	To contract No. 2 - - - - -	120 00
	To contract No. 3 - - - - -	128 00
	To omission to give credit on the 30th April, 1835, 26\frac{88}{100}$, 17\frac{93}{100}$, and 22\frac{37}{100}$, amount - -	66 48

	To a bill of work measured by Thomas Preston, and the copy of the bill of measurement taken by George Bartle, never credited - - - -		$158 19
			1314 06
1837.			
Sep. 1	To balance brought down unquestionably due - Besides a part or the whole of "suspended" claims to the amount of $803 17/100.		138 45

Alexandria, May 30th, 1839.

Cr.

1835.	By S. B. Larmour's account as follows:		
Apr. 30	Amount of goods and money furnished to February 17, 1834 - - -	$912 01	
	Amount of goods for order in favor of Davis	10 00	
	Order in favor of Hugh Leddy, 12th November, 1833 - - - -	50 00	
	Goods furnished from June 30th, 1834, to February 12th, 1835 - - -	118 20	
	Deduct amount of bills credited on books of S. B. Larmour & Co., April 30, 1825		1090 21 934 81
	By goods furnished by Jos. Mandeville - -		$155 40
	By goods furnished by Jos. Mandeville - -		60 94
	By cash, July 23, 1836 - - - -		234 35
	By cash, April 30, 1836 - - - -		50 00
	By cash, Aug. 13, 1836 - - - -		50 00
	By cash, Nov. 26, 1836 - - - -		50 00
	By cash, Dec. 13, 1836 - - - -		15 00
	Goods and money furnished by D. Cawood & Co., including $30 money September 2d, 1836, and an order to Carlin 22d July, 1836, for $15, amount -	$455 34	35 00
	Deduct bill of work, No. 13 being for D. Cawood & Co., amount - $35 42		
	Discount agreed upon - - 5 00	30 42	424 92
	Nett amount of D. Cawood & Co. acc't	424 92	
	By Samuel Bartle's order, dated February 18th, 1837, charged to Jos. Mandeville on George H. Smoot's books, May 11th, 1837 - - -		100 00
	Balance - - -		138 45
			1314 06

B.

A list of Samuel Bartle's claims against the estate of Joseph Mandeville, deceased, designating those that have been admitted and those suspended in the settlement of the accounts between the parties, by the commissioner of the court.

	Admitted.	Suspended.
Bill No. 1, $63 96 of this proved by Tho. K. Beale's bill of measurement	$ 63 96	$8 00
2, passed to the cr. of S. B. by J. M., in old acc't.		
3, evidence of work having been done to the am't of	45 75	102 11
4, evidence of work having been done, but no am't proved	–	46 17½
5, do. do. do. do.	–	26 61
6, do. do. do. do.	–	54 26½
7, do. do. do. do.	–	170 81
8, do. do. do. do.	–	75 83
9, do. do. do. do.	–	55 11
10, proved by D. Cawood, M. Meagher, and Geo. Bartle	134 52	105 31
11, proved by Wm. Yeaton's testimony, Tho. H. Jones' testimony, and Tho. K. Beale's bill of measurement	255 40	
12, forty dollars proved by contract, and admitted by S. B. Larmour; 1 76 proved by Geo. Bartle	41 76	22 75
13, proved by D. Cawood, but admitted and settled in D. Cawood & Co.'s account.		
Contract No. 1, proved by contract and testimony of Wm. Yeaton	300 00	
2, do. do. do. do.	120 00	
3, do. do. do. do.	128 00	
	$1,089 39	$666 97
Omitted in old account; proved by Geo. Bartle, who took a copy of the bill of measurement	158 19½	
Sums Jos. Mandeville failed to give credit for in old account, rendered previous to April 30, 1835	66 48	
Omitted in old account, 1833	–	37 62
Omitted in new account, 1834	–	98 58
	$1,314 06	$803 17

And now here at this day, to wit, at a court continued and held for the district and county aforesaid, the 10th day of October, 1839, came the parties aforesaid by their attorneys, and thereupon came a jury, to wit:

Isaac Robbins, Sam'l Isaacs, Thomas E. Baird, Robert Hall, Peter Brenner, Thomas M. White, Matthias Snyder, John Muir, Thomas Taylor, Thomas Davey, Robert Buckingham, and Craven Ashford, who, being sworn, returned the following verdict: "We, of the jury, find for the plaintiff the issue joined, and the sum of nine hundred and forty-one dollars and sixty-two cents, [$941 62,] to carry interest from September 1st, 1837, till paid." Therefore, it is considered by the court that the said plaintiff recover of the said defendant the

aforesaid sum of $941 62, damages aforesaid, by the jurors aforesaid assessed, with interest thereon as aforesaid; and also $53 87, his costs by him about his suit in this behalf expended. And the said defendant in mercy, &c.

Upon which judgment the following execution issued:

DISTRICT OF COLUMBIA, *to wit:*

[L. S.] The United States of America, to the marshal of the District of Columbia, greeting:

We command you, that of the goods and chattels of Joseph Mandeville, in the hands of William C. Gardner, his executor, to be administered, late in your said district, you cause to be made nine hundred and forty-one dollars and sixty-two cents, with interest from the first day of September, 1837, till paid; also, fifty-three dollars and eighty-seven cents costs, if so much thereof he hath in his hands; if not, then that you make the costs aforesaid of the proper goods and chattels of the said executor, which Samuel Bartle, late in our circuit court of the District of Columbia, for the county of Alexandria, recovered against him for his damages, occasioned as well by reason of not performing a certain promise and assumption to the said Samuel by the said Joseph in his lifetime, and by his executor since his death, lately made, as for his costs by him in this behalf expended, whereof the said executor is convict, as appears to us of record; and that you have the same before the honorable the judges of the circuit court of the District of Columbia, at the court-house in Alexandria, on the fourth Monday in May, to render to the said Samuel Bartle of his damages and costs aforesaid; and have then there this writ.

Witness the honorable William Cranch, chief judge of our said court, this first day of April, 1843.

CASSIUS F. LEE,
Clerk of the circuit court of the District of Columbia for Alexandria county.

Upon which execution appear the following endorsements:

Rec'd of Wm. C. Gardner, executor of Jos. Mandeville, three hundred and sixteen dollars $\frac{37}{100}$ *dollars*, on account of the within execution.

SAML. BARTLE.

Alexandria, August 3d, 1841.

For value received, I hereby assign to George H. Smoot, four hundred dollars of the within debt and judgment, with interest from the 3d day of August, 1841; and I request the executor of J. Mandeville to pay him that amount.

SAMUEL BARTLE.

May 31st, 1842.

Teste: CASSIUS F. LEE.

The balance of this execution, after deducting the part assigned to George H. Smoot, I hereby assign, for value received, to John Lawson.

SAMUEL BARTLE.

Alexandria, June 4th, 1842.

Teste: C. F. LEE.

Alexandria, April 1st, 1843.

William C. Gardner, executor of Joseph Mandeville, deceased, will please pay the above order to Robert H. Miller, who will receipt for the same.

GEORGE H. SMOOT.

Alexandria, April 7th, 1843.

Received from William C. Gardner, executor of Joseph Mandeville, deceased, four hundred and nineteen dollars 86 cents, in full of the within.

$419 86. ROBERT H. MILLER.

Received of William C. Gardner, executor of Joseph Mandeville, five hundred $\frac{40}{100}$ dollars, in full discharge of the within assignment.

JOHN LAWSON.

April 3d, 1843.

DISTRICT OF COLUMBIA, *Alexandria county, sct:*

I, Cassius F. Lee, clerk of the United States circuit court of the District of Columbia, for the county of Alexandria, hereby certify, that the foregoing is a true transcript of the record of the proceedings in a certain suit lately depending in said court, in which Samuel Bartle was plaintiff, and Wm. C. Gardner, executor of Joseph Mandeville, was defendant, with all things touching the same, as fully as they exist among the records of my office.

In testimony whereof, I hereto subscribe my name, and affix the seal of said court this 17th day of September, 1846.

[L. S.] CASSIUS F. LEE, *C. C.*

No. 5.—*John West's account.*

Exhibit No. 5.

DR. Misses Mary and Julia Mandeville, in account with John West.

To use and occupation of the piece and parcel of ground on Royal street, which the late Joseph Mandeville died seized of, and devised to me, that is to say, from the death of said Mandeville, on the 25th day of July, 1837, to the 25th of July, 1846, 9 years, at $25 a year, $225 00.

Deposition of R. Wright.

Deposition of Richard Wright.

The deposition of Richard Wright, taken before the undersigned, to be read in the suit now depending in the U. S. circuit court of the Dis-

trict of Columbia, for the county of Alexandria, in which Joseph Smith and wife, and others, are plaintiffs, and John West and others, are defendants.

Richard Wright, having been duly sworn, testifies, that he became the clerk of the late Joseph Mandeville in the year 1821, and continued living with the said Mandeville in the same capacity, till the year 1836; that during that time he always understood, and verily believes, that the lot on Royal street, now occupied by the Misses Mandeville as a garden, was the property of the said Mandeville; that for several years after he went to live with the said Mandeville the key of the said garden was kept by the said Mandeville; and the said key has been handed to him that he might walk in said garden if he chose; that, after some years, the said Mandeville feeling less interest in the place, and thinking it might be of some service or recreation to his nieces, the Misses Mandeville, let them have the use of it, as he has several times told me, free of rent, as it adjoined their own dwelling house. The said Mandeville never giving up his ownership in, and right to, the said garden lot, that I ever heard of.

RICHARD WRIGHT.

Sworn to by Richard Wright, before me, the 23d day of September, 1846.

EDWARD GREEN, *Comm'r.*

The defendants, Mary and Julia Mandeville, except to competency of the above evidence.

H. W. DAVIS.

Deposition of John B. Hancock.

Deposition of John B. Hancock.

John B. Hancock, having been sworn, testifies, that he has known the Misses Mandeville to occupy and use as a garden the lot of ground on the south side of, and adjoining to, their dwelling, from the 25th of July, 1837, until the present time; and that the price charged by John West of $25 per annum for the use of the same is, to the best of his knowledge and belief, just and reasonable.

JOHN B. HANCOCK.

Sworn to by John B. Hancock, this 25th day of September, 1846.
Before me, EDW. GREEN, *Comm'r.*

No. 6.

No. 6.—*Certificate of* 10 *shares A. canal stock.*

Alexandria, 25th September, 1846.

I hereby certify, that Joseph Mandeville held, at the time of his decease, ten shares of the stock of the Alexandria Canal Company, all paid up, but certificate not issued.

R. JOHNSTON, *Clerk A. C. C.*

No. 7.

No. 7.—*Certificate of* 2 *shares road stock:*

This is to certify, that Joseph Mandeville, at the time of his death, was entitled to two shares of stock in the Middle Turnpike Company, and that said shares yet stand in his name on the books of the Company.

CASSIUS F. LEE,
Cl'k & Tr. M. T. Co.

Alexandria, September 25th, 1846.

Mr. Mandeville's certificate was No. 3.

Statement of Jos. Mandeville's account with D. Cawood & Co.

A statement of Joseph Mandeville's account with D. Cawood & Co.

A statement of Joseph Mandeville's account, as it stands on the books of Daniel Cawood & Co. at this time, June 5th, 1838, made out by Joseph Eaches, at the request of William C. Gardner, executor of Joseph Mandeville, deceased, by and with the consent of Daniel Cawood. The entries in the several accounts have been nearly all made by Joseph Mandeville himself; the correctness of which Daniel Cawood neither admits nor denies, never having examined them with any degree of care. The few entries, under dates subsequent to May 17th, 1837, have been made by Daniel Cawood, or under his direction; they are checked off with red ink in the statement. This account is made without regard to profit or loss on the business of Daniel Cawood & Co., or interest on Joseph Mandeville's capital, further than shews on the face of the account. The figures in black ink, are transcribed from the books of Daniel Cawood & Co. as they stand there; those in red ink, merely made for the purpose of ascertaining the balances in the several accounts standing on the books in the name of Joseph Mandeville.

DR. *Joseph Mandeville in account current*

1835.			
Sep.	29	To 1 bbl. super. flour	$6 50
Oct.	20	" allowance on Y. H. tea	30 08
	22	" 1 bbl. super. flour	6 70
1836.			
May	11	" cash paid last note and interest for lot No. 1	251 93
July	11	" bills payable note, 19th February	710 55
	14	" two western notes, $10 and $1	11 00
Aug.	15	" Bank of Potomac, check paid A. C. Cazenove & Co.	143 40
	"	" paid William Gregory	99 76
	29	" cash taken to New York	105 00
Sep.	30	" J. M., account. personal	122 88
		Balance carried down	9,208 03
			$10,695 83
1836.			
Oct.	14	To cash, per John West	$50 00
Nov.	1	" Potomac Bank check paid Hector	280 00
	1	" S. B. L. & Co. Wise's obligation	50 00
	22	" cash paid taxes, southern district	13 94
Dec.	2	" S. A. Hill, balance of account	69 95
	23	" cash paid, John West's note	54 76
1837.			" "
Jan'y	14	" cash, Mount & Co., account	" "
	31	" taxes	26 43
Feb'ry	24	" D. French's bill	150 00
March	9	" cash	400 00
	15	" do. for check	300 00
April	20	" do.	50 00
	25	" bill of rents with S. B. L.	37 50
	29	" cash	5 00
May	1	" do.	26 25
	5	" Calowell's lot	14 61
	"	" Kerr's lot	22 82
	11	" 1 barrel flour	
	13	" cash, 4th payment, Tucker's wharf	654 30
June	6	" cash paid him	210 00
	"	" " " Geo. H. Smoot	130 65
	7	" " " Tristram Garner	25 00
		Balance carried down	7,977 75
			$10,548 96

with Daniel Cawood & Company. Cr.

1835.			
Sep.	9	By merchandise, per invoice No. 1	$3,636 84
Dec.	11	" cash	500 00
	21	" do. check on Farmer's Bank	600 00
	23	" D. Cawood, check No. 24	400 00
	29	" sundries, amount Scott's note	931 42
Feb'y	19	" do. my note discounted	710 55
July	9	" merchandise, per invoice No. 106	590 69
	11	" cash received of S. D. Brady	450 60
	"	" bills payable, note 17th May	725 55
	12	" cash	300 00
	13	" do	205 00
	"	" 3 notes left with R. W. returned	" "
	"	" John Wood, 6 kegs, at 30 c.	1 80
	14	" cash	200 00
	16	" do. of Wm. B. & T. Stone, for S. B. L. & Co.	100 00
Sep.	22	" cash of Kidwell & Co.	425 74
	30	" J. M., store account, old account	624 14
	"	" interest account to date	294 10
			$10,695 83
1836.			
Sept.	30	By balance brought down	$9,208 03
1836.			
Sept.	30	By balance brought down	9,208 03
Oct.	6	" cash, Henderson's check	145 85
Nov.	12	" do.	100 00
	16	" J. M. R., store, paid taxes	15 00
	24	" private friend, s. a.	500 00
Dec'r	2	" cash received of J. West	50 00
	13	" do. to pay Bartle	35 00
1837.			
April	20	" half of quarter's rent	43 75
	29	" half do. do.	43 75
May	2	" sundries	141 34
	12	" merchandise, paid S. B. L.'s account	53 49
	17	" 1 barrel flour returned.	
	20	" cash received of him out of his rent money, [entry in day book by J. M., posted by H. B. C.]	60 00
June	6	" J. M.'s retail store	18 75
	"	" cash	110 00
July	11	" do. received of J. Meagher, rents collected by him	24 00
			$10,548 96
		By balance brought down	$7,977 75

DR. *Joseph Mandeville, Tucker's wharf estate,*

1836.			
Sept'r	30	To balance	$746 99
October	8	" cash paid P. Henderson	25 00
Nov'r	14	" Bank Potomac paid check and interest	636 60
	18	" paid B. Waters' lumber bill	85 66
	25	" " Brockett	8 38
Dec'r	2	" " Newton Keene	7 00
	13	" " S. Bartle	35 00
	20	" " O. Field, iron bill	6 89
1837.			
January	30	" " John Higden	20 00
February	20	" " Snyder	1 25
		" omitted, Nov. 26 paid Bartle	15 00
			$1,687 77
		To balance brought down	$1,654 60

DR. *Joseph Mandeville's retail store,*

1836.			
Sept'r	30	To balance	$642 09
Oct'r	31	" goods this month	476 80
Nov'r	2	" cash paid insurance	9 00
	16	" J. M.'s account, taxes for 1836	15 00
	30	" goods this month	149 72
Dec'r	31	" do. do.	313 75
1837.			
Jan'y	12	" 1 barrel flour, per Dixion.	
	16	" H. C. Smith & Co.	2 50
	19	" S. Shinn & Co., wood and coal	27 81
	31	" merchandise this month	605 84
Feb'ry	28	" " "	467 07
March	31	" " "	373 05
April	25	" cash paid rent to 31 March	137 50
	29	" goods this month	472 74
May	20	" H. Smith & Co.	2 50
	31	" merchandise	411 65
June	6	" do. rent	37 50
	30	" merchandise	240 14
July	31	" do.	111 11
		" wages of Matthew Meagher, from January 7th, 1837, to July 24th, 1837, 6 mos. 17 days, at $300 per annum	164 17
			$4,659 94
		To balance brought down	$200 90

in account with Daniel Cawood & Co. CR.

1836.			
Nov'r	14	By cash returned by Bank Potomac	30
Dec'r	7	" cash of Berry, rent	$15 00
	13	" wharfage of wood	1 00
	19	" sundries, wharfage of wood	9 69
1837.			
May	22	" cash received, wharfage of salt entered in day book by Jos. M., and posted by H. B. Clagett	7 18
		Balance carried down	1,654 60
			$1,687 77

in account with Daniel Cawood & Co. CR

1836.			
Oct'r	31	By cash	$235 00
	"	" sundries, for postages, &c.	3 93
Nov'r	30	" do. do.	2 58
	"	" cash	300 00
Dec'r	31	" do. this month	515 00
	"	" sundries	5 15
1837.			
Jan'y	17	" W. J. Bradford	76 01
	23	" do.	6 40
	30	" 1 barrel spirit, Walter	34 50
	31	" cash this month	365 00
	"	" sundries	4 19
Feb'y	2	" 12 gallons Malaga	6 60
	28	" cash	365 00
	"	" sundries	5 38
March	4	" merchandise	231 61
	31	" do.	145 52
	"	" cash	550 00
April	29	" cash	425 00
	"	" merchandise	13 86
May	30	" H. Smith & Co.	2 50
	31	" cash	409 77
	"	" merchandise	18 51
June	10	" cash	70 00
	15	" do.	70 00
	22	" do.	55 00
	30	" do.	45 00
	"	" merchandise	63 93
July	7	" cash	50 00
	12	" do.	75 00
	14	" do.	90 00
	20	" do.	75 00
	25	" do.	35 00
	31	" do.	57 19
August	22	" Fred. Miller	51 31
		Balance carried down	200 90
			$4,659 94

DR. *Joseph Mandeville, his private account,*

1836.					
Nov'r	25	To cash per self			$20 00
Dec'r	1	" do. per R. M. Larmour			20 00
	3	" Wheat & Son, wood			20 06
1837.					
Jan'ry	14	" H. C. Smith & Co.			9 60
	"	" cash paid Mount & Co.			50 67
	"	" Shinn & Co., coal, &c.			31 82
	31	" cash			25 00
Feb'ry	28	" postage, &c.			41
May	20	" H. Smith & Co.			9 60
June	30	" cash			2 00
July	5	" Craven Ashford			4 50
	7	" cash			25 25
	8	" do.			8 00
	11	" do.			10 00
	14	" R. W. Ramsay			9 25
	"	" Edward S. Hough			10 79
	15	" merchandise			10 40
	22	" cash			10 00
		" goods had by you from Oct'r 11, 1836, to July 1, 1837; see pass book entered by you, or under your eye	$75 54		
		Entered by D. Cawood	8 12		
					83 66
					$361 01
		To balance brought down			$347 16

954.

in account with Daniel Cawood & Co. CR.

1836.		
Dec'r 3	By B. Wheat & Son - - - - -	$4 25
1837.		
May 30	" H. Smith & Co. - - - - -	9 60
	" balance - - - - - - -	347 16
		$361 01
	Balance to his credit on account current - - -	$7,977 75
	Deduct wharfage account - - - $1,654 60	
	" retail store - - - - 200 90	
	" private - - - - 347 16	
		2,202 66
	Balance - - - -	$5,775 09

Deed from Sutton and wife to Mandeville.

John D. Sutton and wife to Joseph Mandeville.

This deed, referred to in the commissioner's report, can not be found among the papers.

Norman Kerr's affidavit.—Norman Kerr's affidavit.

Norman M. Kerr makes oath, that he has examined the tomb stone in St. Paul's church yard, of Mrs. L. C. Mandeville, wife of the late Joseph Mandeville, and finds it recorded in the inscription on said stone, that she died on the 23d September, 1820.

Sworn to, in open court, June 9th, 1845.

CASSIUS F. LEE, *C. C.*

Commissioner's special report on H. W. Davis' requisition.

Commissioner's special report on the requisition of Henry W. Davis.

The commissioner, by the interlocutory decree in this cause, at the May term, 1846, being required to report any special matter that either party might require, begs leave to state, that H. W. Davis, esq., attorney for the Misses Mandeville, filed with your commissioner the requisition herewith returned, marked No. 1; and, in accordance therewith, your commissioner reports the following evidence, as laid before him, relating to the claim of John West on the lot now held and claimed by the Misses Mandeville, to wit:

The affidavit of George Drinker, marked No. 5.

The affidavit of Bernard Hooe, marked No. 2.

The affidavit of George Duffey, marked No. 3.

The affidavit of Theodore Meade, marked No. 4. Respectfully submitted.

EDWARD GREEN, *Com'r.*

Alexandria, 3d October, 1846.

No. 1.

No. 1. H. W. Davis' Requisition.

Master Commissioner Green is requested, with the other evidence required to be reported by West, relating to his claim on the lot now held and claimed by the Misses Mandeville, he will report the following evidence as read before him relative to that subject, to wit, the deposition of Theodore Meade, George Drinker, B. Hooe, and George Duffy.

H. W. DAVIS.

N. 5.

No. 5. Geo. Drinker's affidavit.

DISTRICT OF COLUMBIA,
Alexandria county, sct:

This day personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, George Drinker, and qualified

in due form of law, that on or about the spring of the year 1820, Mary Mandeville and Julia Mandeville, nieces of the late Joseph Mandeville, were in the possession, use, and enjoyment of the lot of ground or garden adjacent to their house, and between the same and the residence of Joseph Mandeville; that it was during that year assessed to them as their property, and that they have held possession as the ostensible owners thereof ever since.

Sworn before the subscriber, this 17th day of May, 1845.

JOHN GRUBB, *J. P.*

No. 2.

No. 2. B. Hooe's affidavit.

Bernard Hooe this day made oath, in due form of law, that he has resided in the town of Alexandria since April, 1822, [with the exception of the time from March 1st, 1842, to June 1st, 1843, during which time he resided in Washington city;] that a few years after his first residence in Alexandria, he became acquainted with Mary and Julia Mandeville, nieces of Joseph Mandeville, deceased; that they then resided where they now do, and the garden annexed to their house at this time was then thereto annexed, as this affiant has always understood and believes, and has been used by them, the said Mary and Julia Mandeville, as the ostensible owners and possessors of the same, and that they have continued in possession of the said garden or lot of ground ever since; and that they were in possession of the same at the death of their uncle, Joseph Mandeville, deceased.

B. HOOE.

Sworn to in open court, May 17th, 1845.

C. F. LEE, *C. C.*

No. 3.

No. 3. Geo. Duffy's affidavit.

ALEXANDRIA COUNTY, *sct:*

This day personally appeared before the subscriber, a justice of the peace in and for the county aforesaid, George Duffy, and made oath, in due form of law, that he has resided opposite to the residence of Mary Mandeville and Julia Mandeville, for about twenty-five years, and that for 20 years at least they have been in possession of the lot of ground lying between their house and the defendant, John West, and using and cultivating the same as a garden, and occupying the same as the ostensible owners thereof, during the whole of said period; and that at the death of said Joseph Mandeville, said Mary and Julia Mandeville were in the use and occupation of said garden as the ostensible owners thereof, as theretofore.

GEO. H. DUFFEY.

Sworn to before me this 17th day of May, 1845.

JOS. EACHES, *J. P.*

No. 4.

No. 4. Theodore Meade's affidavit.

This day, personally appeared before the subscriber, a justice of the peace in and for the county of Alexandria, Theodore Meade, and made oath in due form, that he has been acquainted for at least 25 or 30 years, with the lot now held by the Misses M. and J. Mandeville, adjacent to their house on the south; that during the whole of that period it has been annexed to their house; that it has been enclosed with a substantial fence, and divided from the lot now occupied by John West; that the fences have been from time to time repaired by their servant Willoughby, who has likewise cultivated said garden; that it has been always used as a part of their lot, and they have always exercised exclusively acts of ownership over the same, and that he has always considered it as their property, and that it has never been used in connexion with the house occupied by John West, and the only entrances are and have been from the Misses Mandeville's house and the street.

Sworn to before the subscriber this 28th day of September, 1846.

JOS. EACHES, *J. P.*

Defendant Jno. West's exceptions to commissioner's report.

Exceptions filed by defendant, John West, to the commissioner's report.

The defendant John West, by his counsel, files the following exceptions to the accounts and reports of master commissioner Green, as taken and made in compliance with the decretal order of the court in this cause, of May term, 1846.

Exception 1*st*. For that said commissioner has improperly allowed William C. Gardner, deceased, a credit in his account as executor of Joseph Mandeville, deceased, the sum of eight hundred and forty-two dollars and ninety cents, as having been paid to Sarah A. Hill, "a specific legacy of slaves, furniture, &c., as appraised," which said property was properly subject at the time of its delivery to the said legatee Sarah A. Hill, to the payment of the debt of Joseph Mandeville, deceased.

Exception 2*d*. For that the said commissioner has improperly allowed the said William C. Gardner, deceased, as a credit in his said executorial account on the estate of Joseph Mandeville, deceased, the sum of eighty-four dollars and twenty-nine cents, as a commission on the said $842 90, mentioned in the first foregoing exception, which said sum was not so due to said Gardner.

Exception 3*d*. For that the said commissioner has improperly allowed the said Gardner, as a credit in his said executorial account, the sum of three hundred and sixteen dollars and thirty-seven cents, and a further credit in said account of nine hundred and twenty dollars and twenty-six cents, [$920 26] as having been paid by said Gardner on account of a judgment in favor of Samuel Bartle, against said Gardner, as executor of Joseph Mandeville, deceased, the items or most of them form-

ing the account of said Bartle against said Mandeville's estate, on which said judgment is predicated, being unsustained by legal proof and barred by the statute of limitations.

Exception 4th. For that the said commissioner has improperly allowed Mrs. Eliza F. Gardner, as administratrix de bonis non, with the will annexed, of the estate of Joseph Mandeville, deceased, as a credit in his account as such administratrix, the sum of fifteen dollars, as having been paid to Joseph Eaches for settling an account of Robert I. Taylor, deceased, against said estate.

Exception 5th. For that the said commissioner has improperly allowed the said Mrs. Eliza F. Gardner, as a credit in her said account, the sum of thirteen dollars and fifty cents, as having been paid Cassius F. Lee.

**Exception 6th.* For that the said commissioner has improperly reported the sum of six hundred dollars, [$600,] with interest from 11th November, 1835, till paid, and $6 94 costs, as a debt due from the estate of Joseph Mandeville, deceased, to Benjamin Waters and others, as trustees of the Bank of Alexandria.

Exception 7th. For that the said commissioner has improperly reported the sum of fifteen hundred dollars, with the several sums of two hundred and twenty-five dollars and four hundred and fifty dollars, interest thereon, after allowing a credit of one hundred and fifty dollars, as a legacy due to Mary Mandeville, under the will of Joseph Mandeville, deceased; the said legacy being subject to a further credit of two hundred and twenty-five dollars, for the use and occupation of a portion of the real estate of Joseph Mandeville, deceased.

Exception 8th. For that the said commissioner has improperly reported the sum of fifteen hundred dollars, with seven hundred and thirty-five dollars, the interest due thereon, as a legacy to Julia Mandeville, under the will of Joseph Mandeville, deceased, when the same should have been credited with the sum of two hundred and twenty-five dollars for the use and occupation of a portion of the real estate of Joseph Mandeville, deceased.

[Exception 9th is expunged.]

Exception 10th. For that said commissioner has set too low a value on the list of real estate embraced in schedule B, recommended for sale and returned with his report.

Respectfully submitted.

JONES & SMITH,
Solicitors for Jno. West.

*[Mem.] The 6th exception withdrawn and waived by exceptant.

The foregoing exceptions were filed this 3d day of October, 1846, before me, EDW'D GREEN, *Com'r.*

Defendant West's further exceptions.

Deft. West's further exceptions.

The defendant, John West, by leave of the court, excepts to so much

of the commissioner's last report, in relation to the several claims of Sellman & Crook, and of W. R. & C. Hitchcock, respectively, as reports in favor of each of those claims respectively, against D. Cawood & Co.

1st. Because it is altogether uncertain against whom and to what extent those parts of the report were intended to operate. If, by reporting in in favor of the claims against D. Cawood & Co., it were intended to charge the old partnership, of which Joseph Mandeville had been a member, and of which D. Cawood is surviving partner, then such report is contradictory on its face, in as much as the commissioner at the very same time reports against the claims as charges on the estate of said Mandeville. If, on the other hand, it were intended to report such claims as chargeable only on D. Cawood, individually, meaning simply to describe him individually under the designation of D. Cawood & Co., under which he carried on business after Mandeville's death, on his sole and individual account, then so much of the report is impertinent to any matter now in issue or controversy.

2d. Because, if the said report is to be understood as intending that the once existing partnership of D. Cawood & Co., consisting of the said Mandeville and Cawood, as joint partners during said Mandeville's lifetime, is chargeable with said claims respectively in the present suit, then the defendant maintains that neither of the said claims now subsist, or can in any manner be asserted against said extinct partnership, or in any manner brought forward as charges in this suit upon any part of the estate, real or personal, of the said Mandeville; and among other obvious objections to said claims, this defendant prays leave to suggest the following :

1st. The defendant objects to the competency and admissibility of the proceedings and depositions in the two suits at law produced before the commissioner in this connection, or either of them.

2dly. As to the said Sellman & Crook's claim, it was advanced and asserted in the bill lately pending in this court between the said Sellman and Crook, complainants, and said D. Cawood and Mandeville's executor, defendants, which bill was finally dismissed upon demurrer for want of equity, as appears by the said bill and all the proceedings thereon in this court, and now referred to and produced to this court, and taken and examined by this court as evidence in this case; which dismission stands as a bar to the present claim.

3dly. As to the said W. R. & C. Hitchcock's claim, it is essentially the same as the claim asserted and advanced by them in their bill against the same defendants in this court, which was finally dismissed for want of equity, and stands as a final bar to the said claim as now set up, before the commissioner ; as appears by the said bill and proceedings in this court, now referred to and produced to this court, and taken and examined by this court as evidence in this case.

4thly. The several bills and acceptances produced before the commissioner in support of the present claim of said W. R. & C. Hitchcock, were merged and extinguished in and by the bill and acceptance for the

aggregate amount thereof, which was exhibited with their said bill in equity as the foundation thereof, which bill in equity was dismissed as aforesaid.

Decree.

And now here, at this day, to wit, at a court continued and held for the district and county aforesaid, the 31st day of October, 1846, came the parties aforesaid by their solicitors aforesaid, and this cause having been referred to master commissioner Green at the last May term of this court to report certain facts and statements specified and designated in the decretal order of the last term in this cause. And the said master having returned his reports, original, supplemental, and special, and the exceptions filed thereto by the defendant West, this cause came on regularly to be heard on the said exceptions, and having been argued by counsel, the court, on consideration thereof, this 31st day of October, 1846, doth order, adjudge, and decree, that the first, second, third, fourth, fifth, seventh, eighth exceptions be, and the same are hereby, overruled; and the defendant West having here in open court waived the sixth exception, and abandoned all the objections to the said reports made thereby, the court hereby confirms the said master's reports, so far as the same is objected to by the above named exceptions. And as to the exceptions filed by said West to so much of the said report as relates to the claims of Sellman & Crook and Hitchcock & Company, therein named, the court is of opinion that the said claims are insufficiently proved, and the report touching the same is so doubtful and contradictory, that they should not be allowed, and therefore sustain the exceptions filed to the report touching the same. And the said claims are referred back to the said master, that he may correct and amend his report concerning the same, and receive such farther evidence as either party may produce relating to the said claims, and that he report upon the said claims at the next term of this court. And the court being further of opinion that the claim of said West to the lot of ground held by the defendants, Mary Mandeville and Julia Mandeville, as set forth in his petition, and sustained and controverted by the affidavits read relating to the same, is not necessary to be determined in this stage of the cause; the court declines to express an opinion on the petition of the said West, and so much of the master's special report as relate to the title and occupancy of the said lot; it appearing to the court that without the said lot the real estate devised to the said West, and liable to the legacies and debts of the said Joseph Mandeville, is much more than sufficient fully to pay and satisfy the same. The court, however, expressly reserves to itself the right to determine the claims of the parties respectively to the said lot, should any thing in the further progress of this suit render the same necessary and proper. And the court hereby orders and decrees, that the said reports of the said commissioner returned to this term of the court be and stand absolutely confirmed, excepting, as above stated, so much thereof as relates to the said claims of Sellman & Crook and Hitchcock & Co., and the petition and claim of the said West to

the lot held by the defendants, Mary and Julia Mandeville. And the said cause coming on to be further heard upon the bills, original, amended, and supplemental, and of revivor, and the answers and exhibits, and the said reports of said master commissioner Green, and the schedules and papers referred to therein.

The court does further order, adjudge, and decree, that the defendant, Eliza F. Gardner, apply the balance of the personal estate of the said testator in her hands unadministered, to wit, the sum of $37\frac{15}{100}$, and the stocks and other personalty in the report mentioned, in due course of administration, in payment of the debts due from said testator's estate, and proved in this cause.

And it appearing to the court that the whole of the personal estate of the said testator is insufficient to pay the legacies given by the said testator in his last will, and charged thereby on his real estate; and that the said real estate in the hands of the defendant West as devisee, as reported by said master commissioner Green, is amply sufficient to pay all the said debts and legacies of said testator, including the said claims of Hitchcock & Co. and Sellman & Crook, in case the same should be finally established. The court reserving sufficient of the said real estate to meet the said suspended claims, does further order, adjudge, and decree, that Joseph Eaches, one of the master commissioners of this court be, and he is hereby, appointed trustee to perform the duties hereinafter required of him in relation to the sales of the real estate hereinafter directed to be sold, and other duties hereinafter required of him; that the said Joseph Eaches, before proceeding to carry such sales into effect, give bond in the penalty of $30,000 dollars, with security, to be approved by this court, or one of the judges thereof, conditioned for the faithful performance of the duties required of him as trustee by this decree, and every future order or decree to be passed in this cause; and that the order of his proceedings in the premises shall be as follows, that is to say, that he proceed to sell at public auction, on the terms hereinafter specified, the several lots and tenements hereinafter mentioned and described, being parts and parcels of the real estate situate in the district of Columbia and county of Alexandria, whereof the said Joseph Mandeville died seized, and by his last will, in the proceedings mentioned, devised the defendant J. West; that is to say, such of the lots, tenements, parts and parcels of said real estate selected and enumerated in the schedule B, annexed to said master commissioner's report, as are mentioned, enumerated, and described in the schedule A, also annexed to said report, and in the last mentioned schedule designated and distinguished by the numbers 1, 3, 4, 5, 6, 7, 8, 9, 10, 14, 22, 15, 16, 17, 18, 19, 20, 21, 24; which schedules are to be referred to and taken as part and parcel of this decree, to the intent of identifying the particular lots, tenements, parts and parcels of the said real estate to be sold as aforesaid, in like manner as if the same were identified by the insertion herein of the descriptions contained in said schedules; that the said trustee give sixty days public notice of the time and times, place and places, and terms of sale, with a description of the said several lots, tenements, parts and

parcels of said real estate, as the same are described in the said schedule A; and with such further and more particular description of the same, as he may deem expedient, to obtain for the same a fair sale; and the said trustee is hereby authorized, if he deem it expedient, for the more beneficial sale and disposal of said property, to subdivide and distribute the same into such other and different lots and portions as may be more convenient for the purpose of sale, and most advantageous to the interest of the parties concerned; to appoint such time or times, and place or places, for the sale of the several parts and parcels of said property, respectively, as he may deem most convenient and advantageous, taking care to specify in his advertisement the different times and places when and where the different parts and parcels of the property are to be exposed to sale; that one fifth of the purchase money be paid by each and every purchaser at such sale or sales, in cash on the day of sale, or within three days thereafter, and the payment of all the rest and residue of such purchase money, with interest from the day of sale, be paid in four equal instalments of six, twelve, eighteen, and twenty-four months, and in all cases secured by bond and security, approved by the said trustee; and he is hereby required to stop the said sales whenever a sufficient quantity has been sold to raise a sum of money adequate to the payment of all the debts and legacies, and the interest thereon, respectively, hereinafter specified, and the expenses of the said sale, including a commission of two-and-a-half per cent. on the total sums of said debts and legacies, and interest thereon, and the costs of the complainants and the defendants, Eliza F. Gardner and of William C. Gardner, and the defendant legatees, in and about the prosecution or defence of this suit, as the case may be; and it is further ordered, that said defendant West shall be at liberty at any time prior to or on the day of sale of said property, to pay the full amount of the various sums hereinafter directed to be raised, or any part thereof, to the said Joseph Eaches, provided he do so before sale actually made; and thereupon the said Joseph Eaches shall stop the said sale, if the whole sum required be paid; or if a part be paid, then he shall stop the sale when the residue of the sum required to be raised under this decree shall have been raised; that the said trustee be and he is hereby required to report on oath to this court, from time to time, all the sales of the said real estate by him made in pursuance of this decree, and the fairness thereof, and each and every sum of money by him received and collected from time to time, for and on account of the purchase money of the said real estate, and to bring into court, with his said report and reports, all and every sum and sums of money, from time to time as the same are so collected and received, to be paid over and distributed under direction of the court, to and among the several persons and in the order hereinafter directed.

And it is further ordered and decreed, that the said trustee, after his sales of the said real estate, and his report thereof shall have been duly confirmed by the court, and upon the full payment of the purchase money, do execute and deliver all necessary and proper deeds and convey-

ances [in which the said defendant West is required to join,] to each and every of the purchasers, who shall have fully paid the amount of purchase money due for their several and respective purchases.

And it is further ordered, that the trustee be, and he is hereby, allowed for his services in the premises a commission of two and one-half per cent. on the amount produced by such sales.

And it is further ordered, adjudged, and decreed, that the following sums are due and owing by and from the estate of the said Joseph Mandeville, for debts and legacies properly chargeable therein, that is to say, the sum of six hundred dollars, with interest thereon, at 6 per centum per annum, from the 11th December, 1835, till the same be paid, and 6 $\frac{94}{100}$ dollars costs of suit, to Benjamin Waters and William H. Miller, surviving trustees of the Bank of Alexandria, for a debt due by the testator to them; to Mary Mandeville, for a legacy bequeathed by said testator's will, the sum of $1500 (fifteen hundred dollars,) with interest thereon, from the 25th day of July, 1838, till paid, subject to a credit of $150 (one hundred and fifty dollars) paid on the 25th day of January, 1841; to Julia Mandeville for her legacy of $1500 (fifteen hundred dollars) with interest thereon from the 25th day of July, 1838, till paid; to Maria Scott and Sabret E. Scott, her husband, for her legacy of $3000, (three thousand dollars); to Eliza Hill, for her legacy of $2000, (two thousand dollars); to Rebecca J. Hill, for her legacy of $2000, (two thousand dollars); to the complainant, Ellen Smith and Joseph Smith, her husband, for her legacy given by the name of Ellen Mandeville, $3000, (three thousand dollars); to Jemima Ross, for her legacy of $1000, (one thousand dollars); all which several sums due for legacies to Maria and Sabret E. Scott, Eliza Hill, Rebecca J. Hill, Ellen Smith, and Joseph Smith, and Jemima Ross, bear interest from the 25th day of July, 1838. And the court further orders and decrees, that out of the proceeds of said sales hereinbefore directed to be made, there shall be paid, first, the said sum of $600, (six hundred dollars) with interest thereon from the 11th day of December, 1835, and six $\frac{94}{100}$ costs as aforesaid, to Benjamin Waters and William H. Miller, surviving trustees for the Bank of Alexandria, or so much thereof as may not be paid by the personal assets in the hands of the executrix; and after that shall be fully paid, then the balance of the proceeds of said sales as the same may come in, shall be applied *pari passu* to the liquidation and payment of the said sum of $1500, with interest as aforesaid, subject to a credit of $150 as aforesaid, to Mary Mandeville; the sum of $1500, with interest from the 25th day of July, 1838, till paid, to Julia Mandeville; the sum of $3000, with interest from a like date till paid, to Maria Scott and Sabrett Scott, her husband; the sum of $2000, with like interest, to Eliza Hill; the sum of $2000, with like interest, to Rebecca J. Hill; the sum of $3000, with like interest, to Ellen Smith and Joseph Smith, her husband; the sum of $1000, with like interest, to Jemima Ross; provided, however, that the costs and expenses of the said sales, and the execution of this decree, and the costs of Eliza F. Gardner and William C. Gardner, executor of Joseph Mandeville, in and a-

bout this suit expended, be first paid. And it is further ordered, that the complainants and the several defendants, legatees, and the said trustees of the Bank of Alexandria, recover and receive the costs by them respectively expended in the prosecution of this suit, out of and from the proceeds of sales of the said property.

Appeal.

And the said defendant, John West, having thereupon prayed an appeal from the foregoing decree to the Supreme Court of the United States, to be holden at Washington on the first Monday of December next, and having given approved bond and security in the penal sum of 500 dollars, conditioned for the prosecution of his said appeal to effect, &c.; which bond the clerk of this court is directed to file with the papers and proceedings in this cause, and to transmit a copy thereof annexed to the transcript of the record of proceedings, to be certified from this court to the supreme court, in the matter of the said appeal. It is now here further ordered, that the said appeal be, and the same is hereby, allowed and granted to said defendant.

And it is now here further ordered, that the orginal policy of insurance, effected by said defendant in the Howard Insurance Company of New York, on the 14th day of May, 1846, upon certain premises therein described, and, among others, upon the premises designated in the foregoing decree, to be sold by the trustee therein named, together with his assignment to the clerk of this court, annexed to said policy, of so much of the said policy, and of the insurances therein contained, as covers the premises so designated to be sold, be held and kept by the clerk of this court, subject to the trusts and conditions in the said assignment expressed, and to no other intents, uses, or purposes whatever.

Bond.—Bond.

Know all men by these presents, that we, John West, and Samuel Lunt, and Thomas Smith, are held and firmly bound unto Joseph Smith and Ellen, his wife, (who was Ellen Mandeville,) in the full and just sum of five hundred dollars, to be paid to the said Joseph Smith and Ellen, his wife, their certain attorney, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this 31st day of October, in the year of our Lord one thousand eight hundred and forty-six.

Whereas lately, at a circuit court of the District of Columbia, holden for the county of Alexandria, in a suit depending in said court between the said Joseph Smith and Ellen, his wife, complainants, and the said John West and others, defendants, a decree was rendered against the said John West; from which decree the said John West has duly appealed to the Supreme Court of the United States, to be holden at Washington on the first Monday of December next.

Now, the condition of the above obligation is such, that if the said